SERIES ONE

BUSINESS AND PERSONAL PAPERS,
1897-1936.

BEFORE 1900 - 1913

(COPY)

Will of Salathiel Griffith

In the name of God Amen, I Salathiel Griffith of Somerset County being sick but of perfect sound disposing mind, memory and understanding do make and ordain this my last will and Testament in manner and form following. viz: Imprimis I give and devise unto my Daughter Nancy Beauchamp, one hundred acres of land lying and being in Worcester County, called "Safe Guard" during her natural life and at her death to my Grandson Vanables Griffith Beauchamp her son and to his heirs and assigns for ever. I give and bequeath to my Granddaughter Nancy Owen Bowles, one negro girl called Hannah. I give and devise unto my son Merlin Griffith all the land which I now possess in Somerset County called Abergildie on proviso he does not sell it, to him and his heirs and assigns, but if he sells said land then it is my desire and will that my sons Jefferson Salathiel, William and Daniel Weatherby Griffith or their heirs & assigns have said land or the value thereof divided equally between them when sold to be paid them by the said Merlin Griffith or his Exors. Admors. or assigns & I leave my negro woman Sarah free and liberty at my death. I leave all the rest of my estate of what nature or kind power to be sold by my Executor, on a liberal credit he taking Bond & security on interest for the same for the use of my sons Jefferson; Salathiel, William, and Daniel Weatherby Griffith to which said Jefferson, Salathiel and Daniel Weatherby Griffith I give and bequeath all my Estate (except the aforesaid legacies to them and their heirs. It is my will and so I ordain it, that my Executor bind out all my sons viz:- Jefferson, Salathiel, William and Daniel Weatherby Griffith, as soon as they are sufficiently educated and of age sufficient to bind out allowing my Executor his reasonable expenditures for the same. Lastly I do by these presents constitute and appoint my friend William Davis Allen to be my whole and sole Executor of this my last Will and Testament ratifying and confirming the same and no other to be my last will and Testament. In witness whereof I have hereunto set my hand and seal this Twentieth fifth day of December Anno Domino Seventeen Hundred Ninety and five.

Signed, sealed published and) Salathiel Griffith (SEAL)
declared by the within Testator)
to be his last will and testament)
in presence of us, who have subscribed our names at the)
request of and in the presence of the Testator and of each other.)

her
Keziah X Goslee
mark

her
Anne X Goslee
mark

Levin Goslee

January the 8th.day 1796. Then came William Davis Allen & made Oath on the holy Evangels of Almighty God that the within instrument of writing is the true & whole last Will & Testament of Salathiel Griffith late of Somerset County deceased that hath come to his hands possession or knowledge & that he doth not know of any other.

Before, Esme Bayly, Reg.W.S.Co.

(COPY)

January the 8th. 1796. Then came Keziah Goslee & Levin Goslee two of the subscribing witnesses to the within Will & Testament of Salathiel Griffith late of Somerset County deceased and severally made oath on the holy Evangels of Almighty God that they heard him publish pronounce and declare the same to be his last Will and Testament & at the time of his so doing he was to the best of each of their apprehensions of sound & disposing mind, memory and understanding& that they did respectively subscribe their names as witnesses to the same in the presence & at the Request of the Testator. And the said Keziah Goslee and Levin Goslee dispose that they saw Anne Goslee subscribe as a witness to this will in the presence & at the request of Salathiel Griffith, the Testator within named.

Before Esme Bayly, REG. W.S.C.

Recorded in Liber E.B. No. 17-folio 460, 461 &462.

Before Esme Bayly, Reg.W.S.C.

True Copy :-

Test-,Florence E. Dryden, Reg.W.S.Co. (SEAL)
(Somerset County, Maryland Orphans Court)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THIS Indenture, made this 23d day of August A. D. 1836, Between Daniel W. Griffith and Elizabeth his wife of the County of Somersett and state of Maryland of the one part, and John Reed of the County of Jefferson and state of Virginia of the other part, Witnesseth, that the said Daniel W. and Elizabeth, his wife, for and in consideration of the sum of one hundred and twenty five dollars, current money of Virginia, in hand paid by the said John Reed at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released and confirmed, and by these presents do grant, bargain, sell, alien, release and confirm unto the said John Reed, all the right, title and interest, claim and demand of the said Daniel W. Griffith in and to two certain portions of a lot of ground, situate in Charles town, Jefferson County, Virginia and known in the platt of said town as lot No. 123, a part of the interest hereby conveyed being that purchased by said Griffith of Jacob Wark, the interest of said Wark being derived by him by descent from his father George Wark and his mother Catherine Wark- and conveyed by him the said Jacob Wark to said Griffith by deed now of record in the County Court of Jefferson County Virginia- (Vide Book 12 page 59) another part of said Griffith's interest, and that also intended to be hereby conveyed, being that held and possessed by him as tenant by the curtesy of the estate of his late wife Margaret being daughter and heir of George Wark and Catherine Wark, and as such entitled by descent to an interest in said portions of lot No. 123-the remainder of said interest of said Griffith and that hereby intended also to be conveyed to said Reed being the right of use, in full and indefeasible priviledge, of a certain piece or parcel of said lot No. 123, conveyed to said Griffith by Thomas & Benjamin Mayfield by deed of bargain & sale recorded in said County Court, Vide Book No. 10 folio 416- said piece or parcel being described in said deed as follows viz-

also ten feet of ground lately occupied as an alley, ten feet front on Congress street adjoining a lot formerly owned by Henry Richards on one side and a lot now held by Ezekiel Deen on the other side, and running back with the lines of said lott 132 feet, ten feet wide where it joins the lines of Joseph Young"-(now Dr. W. R. Raum)- the interest hereby conveyed in the said last described piece or parcel of said lot No. 123, being the right of free and indefeasible use of the same by the said John Reed, in as full and ample a manner as the same may be used by the said Griffith- the meaning of the parties being that to each shall belong the same equal rights and privileges to the control and use of the said portion of ground- But it is expressly understood by the parties to these presents that the said Griffith doth not impair or effect in any manner his rights to the residue of the property, other than the last described parcel, conveyed to him by the said deed from Mayfield- together with all and singular the appurtenances, unto the pieces or parcels of land as above specially described, belonging or in any wise appertaining-

To have and to hold unto the said John Reed, his heirs and assigns, the said pieces or parcels of lot No. 123, and their appurtenances forever.

And the said Daniel W. Griffith and Elizabeth his wife, for themselves & their heirs, do covenant, promise and grant to and with the said John Reed, that now at the time of sealing and delivery of these presents, they are seized of a good, sure and indefeasible estate of inheritance, of fee simple, in the premises hereby granted, and that they have full power and authority to grant & convey the same to the said John Reed in manner and form aforesaid- and that the said premises now are free and clear of all incumbrances or charges by them made or suffered by them-

And Lastly, that the said Daniel W. Griffith and Elizabeth his wife, and their heirs all and singular the premises hereby conveyed, with the appurtenances and the interest hereinbefore specially mentioned and recited as being conveyed by the said Daniel W. Griffith and Elizabeth his wife, unto the said John Reed his heirs and assigns against them the said Daniel W. Griffith & Elizabeth his wife, and their heirs and all and every other person or persons whomsoever, shall warrant and forever defend by these presents.

In Witness whereof, the said Daniel W. Griffith and Elizabeth his wife have hereunto set their hands & seals the day & year first above written.

The words "ten feet wide", on fifth line 2d page inserted before signing.

D. W. Griffith (seal)
Elizabeth Griffith (Seal)

Teste Theodore G. Dashiell
Wm. H. Curtis

State of Maryland

County, to wit:

We Theodore G. Dashiell and William H. Curtis, justices of the peace in the County of Somerset and State of Maryland, do hereby certify, that Elizabeth Griffith wife of Daniel W. Griffith, parties to a certain deed bearing date on the 23d day of August 1836 and hereunto annexed, personally appeared before us in our County aforesaid, and being examined by us privily and apart from her husband, and having the aforesaid deed fully explained to her, she the said Elizabeth acknowledged the same to be her act and deed, declared that she had willingly signed, sealed and delivered

the same, and that she wished not to retract it.

Given under our hands and seals this 23rd day of August 1836.

Theodore G. Dashiell (seal)

Wm. H. Curtis (seal)

State of Maryland

County, to wit:

We Theodore G. Dashiell and Wm. H. Curtis, justices of the peace in the County aforesaid and State of Maryland, do hereby certify, that Daniel W. Griffith party to a certain deed bearing date on the 23d day of August 1836 and hereto annexed personally appeared before us in our County aforesaid and acknowledged the same to be his act and deed, and desired us to certify said acknowledgment to the Clerk of the County Court of Jefferson County, Virginia, in order that said deed may be recorded.

Given under our hands & seals this 23d day of August 1836.

Theodore G. Dashiell (seal)

Wm. H. Curtis (seal)

Jefferson County Sct:

Clerk's office of the County Court.

On the 31st day of August 1836, the foregoing deed was received in said office and admitted to record.

Teste

Saml. J. Cramer C. J. C. C.

Recorded in Deed Book 21, page 228, et seq.

COPY, TESTE:
Chas. A. Johnson CLERK OF THE
COUNTY COURT OF JEFFERSON
COUNTY, WEST VIRGINIA.
Per Philip A. Stanley Deputy.

D. W. GRIFFITH COLLECTION
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STATE OF KENTUCKY SHELBY COUNTY SCT. FEBRUARY TERM 1863

On motion of Lemuel Conner Exor. ordered that T.D. Edwards, D.Conner and John McNeal or any two of them being first sworn do appraise the slaves if any and personal estate of Daniel W. Griffith dece. and that they return an appraisment thereof, as required by law.

A Copy Attest; John F. Ballard, Clerk
Shelby County Court

February 25th, 1863 Personally appeared before me a Justice of the Peace in Shelby County T.D.Edwards & Dudley Conner and made oath that they would appraise the property and effects belonging to the estate of D.W. Griffith deceased and a true report made of same.

Miller Fields J.P.S.C.

An Inventory and appraisement of all the personal property of D.W.Griffith decd as produced to us by L. Conner the Executor which is as follows to-wit:

1 note on Robert Jarvis & S.M. Long for $ 300.00 and due 14/18/62	$300.00
1 note on L.O. Carter for $ 18.48 due Nov. 7, 1861	18.48
John Gilberts receipt for a note against Daniel McHovey for due May 1st 1859 bearing interest from Feb 4th 1857	200.00
1 note on John D. Griffith for $ 179.95 due May 25, 1857	179.95
1 note on B. Jones W.D.Griffith, J.D. Jones & J.D.Griffith $ 102.45 due May 25, 1857	102.45
1 note on J.D. Jones & B. F.Jones $ 78.7 5 due May 26,1857	78.75
1 note on Geo. Hudson $ 25.00 due with June 1862	25.00
Thos. Gibson receipt for the following notes against John Reid of Charlestown Va.	
1 note on said Reid for $ 50.00 due April 1st 1860 bearing interest from Sept 14, 1857.	50.00
1 note on said Reid for $ 50.00 due April 1st, 1861 bearing interest from Sept 14, 1857.	50.00
3. 3 notes vs. John Reed for $ 50.00 due April 1st, 1862 interest from Sept 14, 1857	50.00
4. Note on said Reid for $ 50.00 due April 1st, 1863 interest from Sept 14, 1857	50.00
5. Note vs. said Reid for $ 50.00 due Apl. 1st, 1864 interest from Sept 14, 1857.	50.00
6. Note vs. said Reid for $ 50.00 and due Apl. 1st, 1860 interest from Sept 14, 1857.	50.00
Cash on hand	22.00
	1226.63

We the undersigned certify that the foregoing appraisement of the personal property of Daniel W. Griffith decd. which was produced by his Executor was just and truly made to the best of our Judgment.

Given under oud hands this 25 day of Feby 1863.

D. Conner)
Appraisers
Thos. D. Edwards)

I certify that the foregoing is a correct list of the personal property of D.W.Griffith decd.which hath come into my hands.

Lemuel Conner Executor
of the estate of D.W.Griffith

KENTUCKY SHELBY COUNTY SCT.

The foregoing appraisement on the estate of Daniel W.Griffith decd was this day produced to me in my office by the Executor and duly admitted to record.

Given under my hand this 27th day of February 1863.

John F.Ballard, Clerk
Shelby County Court

COPY ATTEST:

Lucy L. Ford, Clerk S.C. C.
By Mary S. Maddox D.C.

KENTUCKY SHELBY COUNTY COURT SCT. FEBRUARY TERM 1863

A writing purporting to be the last will and testament of Daniel W.Griffith deceased was this day produced in Court and proven by the oaths of Thomas D.Edwards and D. Conner the subscribing witnesses thereto, whereupon said will is ordered to be recorded.

Att. John F. Ballard

Clerk Shelby County Court

COPY ATTEST:

Lucy L. Ford, Clerk S.C. C.

By Mary S. Maddox D.C.

I, Daniel W. Griffith of the County of Shelby and State of Kentucky being Sick but of Sound disposing memory do make the following as my last will and testament hereby revoking all former wills.

1st. It is my will that my Burial expenses be paid and all my just debts, by my Executor hereinafter named.

2nd. I will to my sons George W. Griffith, Jacob W. Griffith and Joseph W. Griffith One Dollar each.

3rd. I will to Ella Gailey One Dollar

4. I will to Mary Oglesby Ten Dollars.

5. I will to my son Wm. Davis Griffith one fourth of a note I hold against him and three others.

6. I will to my son John D. Griffith one fourth of a note I hold against him and three others. Also one note I hold on him individually for One Hundred and seventy or eighty dollars.

7. I will and bequeath to my son Jacob W. Griffith three children namely Matta, Virginia, Ruth and William W. Griffith One Hundred Dollars each, which is to be loaned out until the children arrive of age or marry, both principal and interest is to be retained until the children arrive of age or marry, and in case either one of the children should die before they are of age or marry then their part is to descend to the other Two and so on and case all of the children should die, before they are of age or marry then in that event both principal and interest is to go to my daughter Ruth J. Conner.

8. I will and bequeath all the balance of my Estate consisting in Bonds and cash notes to my Daughter Ruth J. Conner.

Lastly. I do hereby appoint Lemuel Conner as Executor to this my last will and testament and I do hereby request the Court hot to require any security from him. Signed sealed and delivered in the presence of the subscribing

Witnesses. This 19 day of January 1863.

Thos.D.Edwards D.W.Griffith (Seal)
D. Conner

D. W. GRIFFITH COLLECTION
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1926
1873
50

Births

Jacob W. Griffith was born Oct. 13th 1820
Mary P. Oglesby wife of J.W. Griffith was born
Dec. 19th 1830.
Thomas J. Griffith son of Jacob & Mary Griffith
was born June 14th 1852.
Mattie S. Griffith daughter " Jacob & Mary Griffith
was born March 2nd 1855.
William W. Griffith son of " " " "
was born August 6th 1857.
Virginia R. Griffith daughter of " " " "
March 27th 1860.
Annie Wheeler Griffith " " " " " "
was born Oct. 12th 1866.
Jacob Work Griffith son of " " " "
Feb. 22nd 1870.
David Work Griffith " " " " " "
was born January 23rd 1875.
Albert Lyndon Griffith " " " " " "
was born June 3rd 1878
Jacob S. Griffith son of W.W. & Mary C. Griffith
was born Oct. 20th 1886.
Howard H. Griffith son of " " " " " "
was born Sept. 27th 1887.
Marie Genevra Griffith daughter " " " "
was born April 17th 1890.
Annie Marguerite Griffith " of " " " "
was born Feb. 21st 1895

was born Oct. 12th 1866.
Jacob Work Griffith son of " " " "
Feb. 22nd 1870.
David Work Griffith " " " " " "
was born January 23rd 1875.
Albert Lyndon Griffith " " " " " "
was born June 7th 1878
Jacob C. Griffith son of W. W. & Mary C. Griffith
was born Oct. 20th 1886.
Howard H. Griffith son of " " " " " "
was born Sept. 27th 1887
Marie Geneva Griffith daughter " " " "
was born April 17th 1890.
Annie Marguerite Griffith " of " " " "
was born Feb. 21st 1895

Myrtle Seaman Griffith Bisby daughter of W. W. & M. C. Griffith
was born August 9th 1904.

Ruth Gilbert Griffith daughter of Jacob W. & E. C. Griffith
was born Nov. 30th 1892
Albert Lynn Griffith son " " " " " " "
was born Oct. 16th 1894
Willard Blake Griffith " " " " " " " "
was born June 1st 1897.

Deaths

Thomas J Griffith departed this life April 8th 1855
Jacob W Griffith Sr. " " " March 31st 1882
Mattie S. Griffith " " " July 21st 1889.
Annie Wheeler Griffith " " " August 24th 1906
Jacob S. Griffith son of W.W. & M.C. Griffith departed
This life Oct. 10th 1886.
Howard H. Griffith son of " " " " " "
This life Sept 15th 1889.
Jacob W Griffith Jr. departed this life December 12th 1910.
Mary P. Griffith December 7th 1915.

Marriages

Jacob W. Griffith Sr. and Mary P. Oglesby were married Sept. 19th 1848.
William W. Griffith & Mary C. Gibson were married Dec. 24th 1885.
Jacob W. Griffith Jr. & Ella B. Carrithers " " April 2nd 1892.
David W. Griffith & Linda C. Johnson " " May 14th 1906.
Albert L. Griffith & Mary Alice Tait " " April 4th 1912.

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I was born. I don't think there were any shooting stars or anything else happened about it. ~~except perhaps with my Mother~~. I might mention, however, how long ago, but people are not interested in ancient history so just let it pass. The place is the State that the radio audiences today get so annoyed ~~about~~ hearing them sing ~~over~~ -- Kentucky.

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About the ~~next~~ thing I remember was a yellow dog. Of course all sentimental~~istic~~ moving picture people must have dogs in their story. ~~But this was a real dog.~~ I don't know if I ~~would have~~ cared very much about him but I was frightened to go around by myself and I had the dog go along. He was supposed to be a great sheep dog. ~~He certainly must have been a very high class sheep dog.~~ We call them sheep dogs. They were dogs that ~~were~~ supposed to go and bring in the cows. He must have been a bear-cat. All I remember him ~~doing~~ was to get around back of the cows ~~and~~ in a noisy fashing bite them on the tail. ~~and~~ if they didn't kick him he would ret to a safe distance and sit with his tongue hanging out. Then the kids would ~~get~~ the cows in the barnyard ~~and~~ the dog barked around and took all the credit. But the dog also was a cavalier dog ~~like all our family~~, whatever that means. ~~It generally means having a lot of ancestors on both sides and manage to escape being hanged.~~ Also like the rest of the family the dog liked the ~~ladies~~. He spent most of his time pursuing them. But he made ~~a~~ fatal error. He fell in love with a female sheep. I remember that because they ~~called it~~ a "her". He must have been stuck ~~on~~ her indeed because he bit her to death and male animals as a whole when they get started on the wrong they stick to it. So the only thing to do was to kill ~~them~~. ~~So~~ I heard the news that the execution was about to come off. They then led the dog down in the side orchard with a rope ~~to~~ tie him to ~~the~~ tree and Father ~~went~~ into the house to get a gun. I knew it wouldn't be long now for the dog ~~for~~ Father had been a colonel in a couple of wars and captain of one and faught the Indians and most anyone who came around.

When I saw him ~~come~~ go down into the orchard with a gun I started running in the ~~other~~ direction. I didn't ~~like~~ want to see ~~it~~ the execution. But I couldn't run fast enough to get ~~out of the~~ away from report of the gun. There was only one shot, Colonel Griffith had a good aim and I knew the poor old yellow dog was turning over like ~~they~~ dogs and cats generally do when the shot is correctly placed. ~~and show their bellies.~~ I asked afterwards what they did with ~~him~~ the body but nobody told me.

Country boys as a rule haven't ~~any~~ many friends ~~and~~ but I always had a lot of pets around. - Particularly I didn't have any trouble at all making friends of the geese. Mother made some caustic remarks about this. Most anybody can make friends with animals if they have about the same amount of intelligence. I have had pet coons, dogs, possums ~~and even~~ pet geese and pet chickens and later on when I got to be quite swell I had even lions and panthers and a couple of bear cubs. These bear cubs must have been ~~real~~ highbrows because they took a piece of my leg, but with all the other animals I got along great. ~~But getting back to the geese~~, I had a goslin who used to follow me around. I would talk and the goslin would talk and we understood each other perfectly. ~~Then the~~ damn goslin broke it's neck in the fence, ~~ending~~ friend number two.

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But the next event it occurs to ~~me in~~ my weak memory was the day when they had three suns. ~~I mean the things that shine up in the sky. It scared everyone to death. At least it scared me. They call them dog suns or something. No you are wrong, it was before I had ever taken a drink. (We were quite surprised at the giver of suns with sending us three when when we had always gotten along with one. However~~, I never thot about this at that time. I took it on the run. I ~~tried to get behind the~~ chimney so as not to see them but I was going too fast. I went beyond the right chimney and came right back to the wrong one where I had to see them again. To everybodys satisfaction two of them said "good ~~night~~" and ~~set~~, then everything went on as before.

We lived in a bum old house surrounded by an orchard and had some wheat fields and the usual things they have on a farm. We had one old house left from the old estate, that's what we call it down South. That shows you mean something. Putting on the Ritz as it were. There was an old cabin where a couple of niggers lived. They certainly were great on the watermellons. Another old cabin where a couple of ex-slaves, called Uncle and Aunt Easter. Why I never knew. One thing I remember about her was that she was fat and was hot on biscuits - and I was hot on both, namely watermellons and biscuits. That was about the only exercise I got at that time, besides getting up the cows, milking and doing other chores and chasing between the two cabins hunting for something to eat. It tasted better down there.

I think the two people I loved most in my life - I say people advisably - was my Father. I often wonder how if he cared anything about anybody. He never told anybody whether he cared for them or not. But what he said was law. He had a terrible voice. He was called "roring Jake" in the wars. He was the only man to ride a cavalry charge because he was so full of bullets he had to ride in a buggy. I imageine he was sort of a pet with the women cause I remember a dance they had when I creeped cautiously under the sofa. Believe me they were all poor but they all had dances and they never broke up. In hearing a couple of young dolls saying, "goodness gracious, I would like to get another dance with Colonel Griffith. He was then way in his 60's. I knew they meant it because they didn't know I was there and wouldn't have given a damn if they had known it. It didn't make much difference whether he had money or not. He always managed things somehow. You would have more fun riding with him in an old wagon with straw on the floor than in riding in the best pullman that was ever made.

Another ~~thing~~ that stands out was ~~the~~ haircut. My older brother was courting ~~some~~ magnolia ~~pot~~, ~~having been down~~ to Louisville. He say they were ~~cutting out~~ the dangling locks the men were wearing.at that time ~~and~~ got old Uncle Easter to cut his hair. ~~That was~~ in front of a small house, where a ~~couple of~~ country cousins were living ~~that~~ they like the rest, lost everything ~~from the Yankees and Carpetbagers. And there with a tin basin and washing soap was Uncle Easter trimed by the williams hair. I think he overdid the job and cut it too short.~~ Father came out, looked at ~~him~~ and pretended not to know him, then uttered some exclamations. Amont others this was a mild one: ~~"My God what sort of a C-D- sight is this!"~~, went into the house, got his old calvary saber and chased the nigger around the house ~~with the claim of having~~ ruined his son ~~as it were. The nigger, however, liked it.~~ I always had a suspicion that Father liked the old nigger better than anyone around the house.

And then another important event was when Father was ~~on~~ his last illness. ~~One particular wound he had was a bullet thru his belly~~ and he lay with his ~~guts~~ on the ground ~~for quite a time~~ until a surgeon, who afterward became one of the most famous in the South, found him. The North were keeping out all drugs including morphine, catgut etc. The catgut ~~with~~ which ~~they sewed him up was not good and they broke so he was dieing from it, and I happened to hear when the country~~ doctor came out on the ~~porch to tell one of the cousins~~ that there was no hope. ~~He was dieing~~. I went the house and got behind the chimney in ~~the~~ corner and of course ~~cried~~. I was always sentimental. ~~And~~ they came and got me and took me inside. ~~All of the~~ niggers were ~~there and the family. It was the custom down South, he had a word to say to each of us. As I came beside the bed he looked at me and said, "be brave my son, be brave." He was on to me. He knew the advice I needed. There is the mistake of my life because I~~

~~couldn't take his advice. I wasn't brave and never have been.~~ Of course I could fight a little with my fists and that sort of stuff but I ~~never~~ seldom could say "No". I mean morally speaking. I have been going on ever since saying "yes" to most everybody about business and ~~everything~~ other. Occasionally ~~I say to myself by remembering that - "and then they took him away"~~. Poor Mother had to take the family ~~up~~. She was a silent sort of woman ~~but~~ she didn't know anything about business ~~and she and the sisters, Mattie the~~ oldest, Wheeler, ~~whom everybody thought must be a man~~, Father and General Joe Wheeler promised to name the first children after each other. Fathers ~~happened to be a girl~~ so she went thru life called Wheeler. She was a sweet innocent thing.

We had ~~lots of~~ property ~~that were~~ so tied up with mortgages that we had to get a smaller place ~~and~~ the whole family moved to Shelby County where ~~a~~ ~~bum~~ farm. It had only one advantage. It had a creek that ran all around it and ~~had~~ lots of sun perch ~~in it~~. We paid $2900 for it. $1850 in cash and the rest in promises. We stayed on ~~the~~ this farm for about ~~six~~ 5 years ~~and~~ just barely paid the interest and never a penny of the ~~other part~~ whole. My adventures on this farm were many and ~~numerous~~ varied. I ~~will not~~ won't bother you with ~~them~~ those ~~the~~ since ~~you want to hear about the~~ moving pictures.

and the average reader has about the same brains as I have which is about as much as you could put in a peanut. Frankly The only reason I am writing this junk is because I need the money and there are so many damn fools in the world that some of them are apt to read it. ~~This was a lovely~~ palace we ~~moved into. A true Kentucky estate. It had three rooms downstairs and a garret up stairs, and more rocks than were ever on any farm of its size before. Where they didn't have any rocks they were very generous with their stumps.~~ I know this because I have had the wind knocked out of me

in plowing often enough to remember it. It had a very cheerful outlook from the front on the left toward the main road. Ditto on the right, namely a grave yard. The only physical strength that I may havetoday is the exercise I got running by the grave yard.

We had to go by school a couple of miles away, crossing a branch of the creek seven times, and particularly in the wintertime when we were getting home it was almost dark. If we only had to run by the front of the grave yard it would have been not so bad but we had to run along the side of it as well to get to the house.

I was a great success at school. It was a nice school, very nice in the spring. It was set around with beech trees and blackberry vines. Still sits the school house beside the road. The summac vines that ran around Wittacker's poems were nothing to the way I ran around that school house. There was a guy much bigger that I, we all say that when we get licked, took a particular aversion to me. He really had a very brilliant mind, particularly in the winter time. I think the lady school teacher sort of had a little sympathy for me. She would let me out of school a little early sometimes. But there was no escaping this gentleman. I was prejudiced against him then but since I believe he must have been a boy of great intelligence and perception in working so seriously in knocking my block off. I remember once a very sweet trick he had. To get out of the school yard I had to cross a branch of this stream. He would make snow balls in the morning and put them in the water to freeze so as to make then nice and effective and as I went home very gentlemanly he would present me with the snowballs. He sometimes missed my head in a moment of weakness but he seldom missed me somewhere. Thus I got more exercise to build up my constitution. There was another unpleasant, or pleasant, experience. Being as I was now being raised by women who were all very

~~religious I was told that if I was hit on one cheek I should turn the other. Being a very bright boy I actually obeyed this. I am very glad of it now looking back because I suppose I afforded those gents more fun than they had had in a long time. They didn't have punching bags in those days and I was a gift from God.~~ I finally rebeled once but it didn't do much good. ~~and~~ Another boy and I engaged in a hair-pulling contest. I don't remember the condition of my own hair but he had ~~bugs~~ asties in his. But I did have two, ~~triumphs~~ Eos anyhow. Hagnet I fell in love. ~~I remember she was very beautiful. Just how I don't know except I remember she was skinny and could run like hell which made her greatly desired by the captains of the prisioners base teams.~~ My God how I loved ~~that gal~~. I really do remember that she was little and slim and she had beautiful legs and she could use them, which, thinking back, seems to indicate I was taking an interest in the ~~ladies but~~ sex else why should I remember their legs so well? Well we seemed to have got along ~~pretty~~ very well indeed. She let me catch her once - she said on purpose and I believed her and was very very happy. However, she was doubtless kidding and ~~made~~ making a prisoner made a wrong turn. ~~But~~ So we never got married. ~~It seemed very strange to me since I was 13 years old and she about 11.~~ That was that.

And another time I nearly won the spelling bee. If it hadn't been for that word "deceive" I ~~would have got it.~~ so I triumphed I was going strong until that word came along. Maybe I was too nervous, I have always been tempermental, because the aforesaid girl with the goodlooking legs was at the top and I was trying to get near her, but "deceive" tripped me hard and fell and the gentleman who thru the hard icecakes got the coveted position. ~~and~~ The very next day he actually had the nerve to walk home with her while I cautiously lingered a little ~~cautiously~~ behind watching him in his glory wishing I could tell ~~that gal~~ her what a grand person I was but never got the chance.

~~The only other excitement we had was being late to school trying to kill~~

~~fish thru the ice in the winter time and catching them on a pin-hook in the spring and fall.~~ It was a pleasant little school house ~~too.~~ ~~About eight benches on each side.~~ The only disadvantage I remember about it was in the wintertime ~~was~~ the stove was near the teacher and I had the next to the back bench and since having to cross this stream seven times we always game in wet. I would have prefered to have a bench up near the stove. I suggested once in a bold moment to the teacher that my feet were wet. I stood up to do it. She said, "sit down and let them dry". Which I did. ~~done.~~

The next important thing that happened was start Christus the ~~guy~~ that had the mortgage. (Later ~~I have~~ put this ~~that~~ gentleman in many a picture.) ~~He decided he could use the farm better than we could and so we lost our happy home and moved to the great city in the winter time on a couple of bum wagons whereupon the furniture was piled.~~ It was a lovely 26 mile ride. Part of the time the stars were sparkling, the moon was shining, on the show and everything was beautiful above and below, tho none of us saw it. We were shivering too much.

[illegible] millions [illegible] now

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In the first place I was born. I don't think there were any shooting stars, earthquakes or anything else exciting happened about it. I might mention, however, how long ago this event happened but I find that people are not interested in ancient history so just let it pass. The place is the State that the radio audiences today go so annoyed hearing them sing about, namely Kentucky.

About the first thing I distinctly remember was a yellow dog. Of courst all sentimental moving picture people must have dogs in their story. I don't know if I cared very much about him but I was frightened to go around by myself and I had the dog go along for company. He was supposed to be a great sheep dog. We call them sheep dogs, why I don't know because their principal business was supposed to be to go and unaided by anyone bring in the cows to the milking place. He must have been a great dog at this business indeed for all I remember him doing in this line of endeavor was to get around back of the cows and in a noisy fashion bite them on the tail. If they didn't kick him over he w uld retire to a safe distance and sit with his tongue hanging out gazing off meditatively at nothing in par ticular. Then the kids would get the cows into the barnyard while the dog barked madly around and took all the credit. But the dog also was a caval dog like all our family which was supposed to be of a cavalier species. I don't know exactly what cavalier means but I suppose it is generally to hav a lot of ancestors on both sides that manage to escape being hanged. Also like the rest of the family the dog liked the females. He spent most of h time pursuing them. But he made one fatal error it would seem. He fell i love with a female sheep. I remember this because they referred to the sh as a "her". He must have been stricken with her indeed because he bit her to death and male animals as a whole when they get started on the wrong trac they stick to it. So the only thing to do was to kill him. I heard the nev that the execution was about to come off. Then I say them lead the dog

to the side orchard with a rope around his neck so they could tie him to a tree. Then I saw Father go into the house to get a gun. I knew it would'nt be long now for the dog because Father had been a colonel in a couple of wars and captain of one and fought the Indians and most anybne who came around and was a good shot. When I saw him go down into the orchard with the gun I started running in theopposite direction. I didn't want to see the execution. But I couldn't run fast enough to get away from the report of the gun. Colonel Griffith had a good aim. There was only one shot and I knew the poor old yellow dog was turning over on his back with his feet in the air like dogs generally do when the shot in corrected placed. I asked afterwards what they did with the body but nobody told me. That was the last of my first friend.

Country boys as a rule haven't many friends but I always had a lot of pets around. In particular I didn't have any trouble at all making friends of the geese. Mother made some caustic remarks about this. Geese, I would have you know are very foolish, silly and sentimental. Now most anybody can make friends with animals if they have about the same amount of intelligence as the animal they are seeking to become friendly with. So you will notice nearly all animals dislike highbrows. But as for myself I have had ped dogs, ped doons, pet possoms, ped geese, pet chickens and later on when I got to be quite swell I had even lions and panthers and a couple of bear cubs. These bear cubs must have been highbrows because they took a piece out of my leg one day but with all the other animals I got along great as, for instance, with the geese. I once had a goslin who used to follow me around like a tame cat. He would squawk and I would talk and we understood each other perfectly until one day the damn goslin broke it's neck in the fence. That was the end of friend number two.

But the next event it occurs to me in my weak memory was the day when they had three suns. This phenomenon sometimes occurs due to peculiar

atmospheric interference. I think they call the extra suns "sun dogs". It naturally frightened the ignorant considerably. I know it did me. I suppose the other ignorant ones were equally surprised at this unusual generosity of Nature with her suns, sending us three when we had always gotten along with one. I never thought about this at that time. I just took it on the run. I think I aimed for my usual chimney corner so as not to see them but I was going too fast. I went beyond the right chimney and came right back to the wrong one where I had to see them again. But to everybodys satisfaction two of them said "good morning" and disappeared and then everything went on as before.

We lived then in a very small out house surrounded by an orchard, wheat fields, pastures and the usual things pertaining to a farm. This was an old house left from the estate. That's what we call it down South, it's supposed to show you mean something, quite important as it were. On this place there were two old cabins left from the days of slavery. In each of these cabins still lived a couple of negro families, of course ex-slaves. One of these families was certainly great on watermellons. In the other cabin lived Uncle and Aunt Easter - why so named I never knew. Aunt Easter I remember rather distinctly. She was very black and fat and was hot on biscuits. I liked both families. I also liked the watermellons and biscuits. About the only exercise I got at that time, besides getting in the cows, milking and doing other chores, was chasing between the two cabins hunting for something to eat. It seemed the food tasted better in these cabins than up at the house.

I think the one person I really loved most in all my life was my Father. I often wondered if he cared anything about me particularly. I am forced to doubt it. As far as I can remember he never seemed to show to anybody his feelings toward them. But he must have had a deep emotional nature behind his sternness. What he did, which he did only occasionally, was to put his

hand on my head and say, "Son, how are you this day?". This simple action seemed to be an overwhelming miracle of some kind. Also I remember he had a way of saying things os everybody paid attention to it. He had a voice of terrific power. He was called "roring Jake" in the wars. Once at a dinner with the late Earl French the Earle told me that Colonel Griffith was well known for having led one of the strangest and heroic cavalry charges known in history. He had received five bullet wounds, was unable to raise either arm or to move either foot but insisted upon having his men put him in a buggy and so led the charge.

I also imagine he was sort of a pet with the women.because I remember at a dance which they were giving at our house,where they preserved the same ceremony as they did before the war, and the dances kept up about the same time as of old -- until sun-up, there was a sofa in the corner of the room. I cautiously crept underneath it to see and hear what was going on. Near the sofa were a couple of young girls and one of them said with real fervor, "goodness gracious me I would like to get another dance with Colonel Griffith. He was then far along in his 60's. Since I was the only one near enough to hear them and carry the compliment to the Colonel I knew they meant it. It never seemed to make much difference whether he had money or not. He always managed somehow. You would have more fun riding with him in an old farm wagon with some straw on the floor than in the best pullman car that was ever made.

Another thing that stands out in my memory was a haircut. At that time my older brother was courting a little magnolia that lived across the pike. My brother had just been down to Louisville. He saw they were doing away with the dangling locks the men were wearing at that time so he got old Uncle Easter to cut his hair. This great event happened in front of a small house next door to our own place where a family of country cousins were living

They, like the rest of the family, had lost everything during the war. In front of this same house was a bench, on it a tin basin and washing soap. The day was Sunday when this sort of work was generally done. Uncle Easter was busy trimming Brother Williams hair. I think perhaps he overdid the job a little and cut it too short. It made him looke like an ex-convict. Father came out, stalked over to the scene, looked at Brother William and pretended not to know him. He then uttered some exclamations. As I remember the mildest one was, "My God, who in the hell did this to you?" Then he went into the house, got his old calvary saber and chased the erring nigger around the house shouting as he went that he had ruined his son. However, Uncle Easter, tho he traveled fast enough, couldn't take it very seriously and laughed his head off as he ran. I always had a suspicion that Father liked the old nigger better than anyone around the house. At least he seemed to have more fun with him.

And then another important event. It was when Father was lying on the bed in his last illness. This last illness was caused by a bullet wound he had received during the war. He had had many but this one bullet had gone thru his belly and he lay on the ground for several hours with his insides hanging out on the ground until a surgeon came out, and who afterwards became one of the most famous in the South, and found him. He put his insides back in and sewed him up. At that time the North, thru the blockade, were holding out alldrugs including morphine, catgut, etc. The catgut with which the surgeon sewed him up was not so good and finally after the lapse of years ~~the~~ it rotted and broke and nothing could be done for him so he lay in the darkened room dying from a blow out of the past. I was outside standing on the rear porch when the country doctor came out and told one of the country cousins there was no hope. He was dying. It was only a question of a few hours. I went around the house and got behind the chimney in my favorite corner when I was in trouble, and of course I broke out in tears. Perhaps I

was always sentimental. A little while afterwards they came and got me and took me inside. The four old niggers were standing in the back at the foot of the bed weeping freely. I am quite sure they really loved him. Around the bed the family was gathered. As was the custom in the old South he had a word of goodbye to say to each one of us. When it was my turn I came beside the bed. He looked at me for quite a long time with those brave eyes that now seemed so soft and tender. Finally he said, as I drew close to him, "be brave my son, be brave." I am afraid he knew me only too well and knew I needed this advise. Since then there has never been a crisis in my life that that hasn't come to me - "be brave, be brave". But I am afraid I was not born to live up to this advise for afterwards I never was really brave and never have been. Of course I could fight a little with my fists and that sort of stuff but I could seldom say "no". I mean morally speaking. I have been going on ever since saying "yes" to most everybody about business and other things. Occasionally, however, it has helped me. It helped me a little in my trouble only a few weeks ago. Then after he had said goodbye to the last of the family it was only a short time until he lay still forever. And then they took him away -- that which I loved more than anything I have ever loved in my life.

Poor Mother had to take charge of the family now. She was a silent sort of woman. She didn't know anything about business and that sort of thing. She had been raised in the easy conditions of the rich in the South. So silent and quiet she was that I never dreamed that she loved me until she was about 70 years old when I discovered that that stern, cold, hard exterior covered a tremendous emotional and affectionate nature that was terrible in its intensity. Now she had on her hands a big family. There were the sisters Mattie the eldest, Ruth next, then the youngest girl named Wheeler whom everybody thought must be a man, that is in writing to her. Father and General Joe Wheeler promised to name the first children after each other so she went

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thru life called Wheeler. She was a sweet innocent thing. Then there was Brother Will, Jacob and Albert. Quite a family, quite a burden for an inexperienced woman to bear.

We had quite a little property, I mean in land, but this acerage was so tied up with mortgages that we had to get a smaller place so the whole family moved to Shelby County where we had found a small farm. It had only one advantage. It had a creek that ran all around it and in the creek were lots of sun perch. Also it was supplied with more rocks than were ever on any farm ofits size that I have ever seen. Where it didn't have rocks it was generously supplied with stumps. I remember this well because I have had the wind knocked out of me often enough in plowing to remember it. We paid $2900 for it: $1850 in cash and the rest in promises. We stayed on this farm for about 5 years just barely paying the interest and never a penny of the whole. Finally we managed so well that we couldn't even pay the interest. My adventures on this farm were many and varied but I won't bother you with these since I know you want to get on and hear about the people connected with me in the making of moving pictures. Frankly the only reason I am writing this junk is because I need the money and I flatter myself that the average reader hasn't any more brains than I have, which is nothing to brag about, so there may be a few foolish ones to read it! Indeed, like many others, when far away from this farm we could call it a lovely palace: a true Kentucky estate, without any fear that anybody was going to correct out slight exaggeration. In reality this small palace had four small rooms downstairs and one garret above. It ~~have~~ had a very chearful outl ok from the front of the house. Looking from the front windows on the left toward the main road a sloping meadow and a field where they generally grew wheat, and on the right,at the corner line, a graveyard. What physical strength I may have today I got from the exercise of running by the graveyard. We had to go to school a couple of miles away crossing a creek seven times and, particularly

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in the winter time, when we were getting home it was almost dark. After what was something over two miles walking we put on all speed to get by this grave yard. If we only had to run by the front of it it would not have been so bad but we had to run along the side of it as well to get to the house.

I was a great success at school. It was a very nice school, particularly in the spring time. It was set around with beech trees, blackberry vines and sumac. As I remember it was one of those country school houses that Whittier wrote about:

> Still sits the school house by the road
> A ragged begger sunning
> Around it still the sumac grows
> And blackberry vines are running.

It happened that this school house was attended by a gay but rather vindictive knight of battle. As it happened, he was much bigger than I, that is what we always say when we get licked. He took a particular aversion to me from the very first. The manner which the blackberry vines ran around Whittier's poetic school was nothing to the running which I did around our school house pursued by the beligerant young knight ofbattle. He really had a very billiant mind, particularly in the winter time. I think the lady school teacher sort of had a little sympathy for me during this period. She would let me out of school a little early sometimes, I think to escape the persecution of this young gentleman. I was naturally prejudiced against him but now I have become to believe he must have been a boy of great intelligence and perception in working so seriously at attempting to knock my block off. I remember one particularly sweet trick he had. To get out of the school yard I had to cross a branch of a stream that flowed by. The young knight of battle would make snow balls in the morning and put them in the water to freeze so as to make them rock-like and extremely effective and as I went home very generously he would present me with these icerock snowballs. Some-

times in a moment of weakness he managed to miss my head but he seldom failed to get me somewhere despite the fact that I was running and dodging at the same time to the best of my ability. Thus I got more exercise to help build up my constitution.

Here I met with another pleasant experience. I mean to the onlookers. Being as how since my Father's death I was being raised by women who were all very religious I was impressed by them with the idea that if I was hit on one cheek I should turn the other. I must have been rather an impressionable young boy because I actually tried to obey this idea. It was, after all, a very generous act on my part for ~~the~~ it must have afforded these young gentlemen more fun than they had had in a long time. As they were too poor to have punching bags those days, I was a gift from God. I finally rebeled once but it didn't do much good. Another boy and I engaged in a hair-pulling contest. I don't remember the condition of my own hair but he had cooties in his. Anyhow neither one of us ~~was~~ got any particular advantage so we quit.

But I did have two more pleasant experiences anyhow. The first, I fell innlove. With a vista of memories I see her as being a very beautiful girl. Just what type I don't know but she was very thin and could run like hell. This made her greatly desired by the captains of the prisioners base teams. My God, how I loved her. I really do remember that she was little and slim and that she had beautiful legs and she could use them, which, thinking back, seems to indicate that I was taking an interest in the opposite sex else why should I remember her legs so well? Well we seemed to have gotten along very well indeed. She let me catch her once, she said on purpose and I believed her and was very, very happy. However, she was doubtless kidding and in trying to escape the touch which would make her a prisioner made a wrong turn. But we never got married which event at that time I certainly expected to occur. Perhaps the fact that I was not quite 12 and she was about 10 had something to do with the frustration of my dreams. So that was that.

And another time I nearly won the spelling bee. If it hadn't been for that word "deceive" I would certainly have triumphed. I was going strong until that word came along. I have always been tempermental, or maybe I was too nervous, because the aforesaid girl with the goodlooking legs was at the top and I was trying to get near her, but "deceive" tripped me hard and I fell and the gentleman who threw the hard icecakes got the coveted position. The very next day he actually had the nerve to walk home with her while I cautiously lingered a little behind watching him in his glory wishing I could tell her what a grand person I was, but never got the chance.

The only other excitement I remember was trying to kill fish thru the ice in the winter time and catching them on a pin hook in the spring and fall, which generally made us late to school.

Still I say it was a pleasant little school house. Rather small, I admit, only room for 8 benches on each side. The only disadvantage I remember about it was in the winter time the stove was near the teacher and I had the next to the back bench and since having to cross this stream 7 times we always came in wet. I would have preferred to have a bench up near the stove. I suggested once in a bold moment to the teacher that my feet were wet. I stood up to do it. She said, "sit down and let them dry". Which I did.

Yes it was just a poor little school house and the journey to it was long and hard. I have never been sent on any journey under such conditions as existed then, when my Mother used to send me on this one. As she gave me a little lunch basket and started me off she would say, "David, (she never let anyone call me Dave. It was always David and to this day I don't like to be called Dave) remember who you are and always keep in mind that your name means dearly-beloved. The repetition of this thought became greatly impressed upon my mind and as I was thinking over the idea one morning going to school, it was after a sleet and there were icicles on the trees and they sparkled and gleamed, on one of the trees there was a group of branches peculiarly placed together laden and gleaming and in these branches the peculiar way the sun was shining seemed to make an ,and just as clearly as I now can see a brick wall I saw the face of Christ. I stopped and paused and tremblingly said, "my name is David and you know that means dearly beloved. I do hope you may like me a little, that I might even become your dearly beloved because I love you and always have." Then the sun perhaps changed a little on the icicles in the branches and the face disappeared. Until this day, under a certain peculiar mood, I often wonder if I might not have seen the face of Christ. After all, the faith of children may give them vision not given to those grown old in the ways of the world.

Then came the day the villainous gentleman who had the mortgage decided that he could make better use of the farm than we could. (Later I put this gentleman in many a picture) So we decided to move to the great city. It was in the winter time and we traveled on a couple of old farm wagons whereon the furniture was piled.

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Once in the city we decided to run a boarding house - which, however, didn't run.

Again I went to school. Here I was immediately named "country Jake". At this public school I met Henry and Harvey Waterson, sons of the great Marse Henry, Editor of the Louisville Courier Journal. In the lonliness surrounding this new environment young Henry Waterson, who had lots of his father's generous spirit, being older than I and also very well to do, became quite friendly and I could walk peacefully, if I was with him, down Chestnut Street without being much jibed at with the offensive "country jake" I went quite a time to this school and couldn't get any idea of what it was all about. I seemed to be in a haze until I got under a new teacher by the name of Wasabeer. Then with the aid of my sister at night time drew a little out of the haze: Particularly when they got to the school book editions of Tales of Homer I seemed to begin to see a light. This was rath a busy time going to school in the day time, selling papers after school and enduring my sisters efforts to get some ideas thru the dumb skull. So finally, to my great surprise, after the examinations I skipped two grades and fell, slightly wondering, into the high school. I didn't stay long here, however, as our boarding house had run itself out and ready money was needed for eating purposes and a few other things.

So I got a job as an elevator boy in the J. C. Lewis Dry Goods Store. The elevator I attacked was run by wire ropes and it needed a good strong tug to both start and stop it. Beginners generally tore off a little flesh in the palm of their hands until they got them toughened. As there was not enough cash conveniently around to buy gloves you had to stick it out until your hands got good and tough. Then a cousin of mine, who was working in a book store and also studying at night, got a better job. He advised me to try and get the job he was quitting. As it paid $5 a week, which was more than I was getting as an aviator in the elevator shaft, I interviewed the

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book store people and got the job. Lee Lewis, nephew of the owner, ran the dry good store. He was a very austere and businesslike person. One of those who seemingly see nothing evidently see everything because he eventually made this dry good store a big success. He told me that I would regret leaving the store, that I might get somewhere in the dry goods store. Nevertheless I left but as I went out of the store onto 4th Avenue, the city's main highway, I did it very much troubled in spirit thinking I might have made a big mistake in leaving the elevator shaft.

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Then I went to work in a new book store. It was owned by Simon Flexer and I moved into a brainy circle indeed. There to this store came Abraham Flexer, the other brother who became the great Flexer, who is now head of the clinic of the Rockefeller Foundation. To this store came Mary Johnson, afterwards to be the famous novelist: occasionally James Witcomb Rilley and many other people intellectually bent. They were a kindly people. About the only repremand I remember receiving was "David, don't you think you would do better if you spent less time in reading the books and more time in trying to sell them. A little more attention to the customers, and perhaps if the shelves and books were dusted a little more frequently, it might be a step in a better direction". The Claubers had a store next door and Adolph Clauber, who afterward became a critic of the New York Times, who also married JanesCowel, would generally drift in at closing time. I thot Adolph Clauber one of the hansomest men I had ever seen. Generally they would gather together in the back of the store and talk. It was one of the few jobs I suppose where a boy would find various excuses at his work shop instead of going home. I think I did my best work then. I would dust industrously and find something to do in order to stick around and listen to people talk who had something to say.

Of course about this time I fell in love again. She was a blond. I don't know how it is but somehow blonds seem to have a fatal effect on me. I did her a lot of good anyhow. I had to walk about 40 blocks to get to her

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house from where I lived. Instead of doing her harm I did her lots of good. As her Father objected to book clerks and the likes, doubtless wishing to save her for a better fate, we had to meet unbeknownst, as it were. My courtship gave her a splendid physique because in the pleasant weather I walked her miles and miles up and down the canal. I had a terrible temptation here because I wanted to kiss her but thought it was wrong and never did it. Instead I took it out in walking. Then when she became exhausted at this over amount of exercise we would rest on the bank. We did hold hands, however, and I talked her to death. I think she always labored under the idea that I was sort of a queer, dumb (in everything except my mouth) physical instructor whose aim in life it was to promote her powers of locomotion. However, one night returning as near the house as I thought prudent her Father turned the hose on me. As this happened to be very late in the summer and also a rather chilly night my ardor was somewhat cooled. He was a very skilful general and got me several times with this powerful cold water. Underneath this barrage I finally gave up and surrendered completely. I tried to think how I would feel going home drenching wet when the winter came on.

(I remember quoting some of the Homeric tales which I am afraid I up as being my own composition and told her of my great ambition to be a writer. I certainly remember the chagrin I felt at her answer which was to the effect that I would doubtless do marvelously well in such stories as Deerfoot and The Indian Runner, popular stories running in the Boys Home Companion. The ~~last part~~ little blond may have been right at that.)

Then the tempter. There was a man named Ellis that lived in Louisville. He had gotten some people interested in amateur theatricals and attached to himself a dough-guy with the idea of going out on a short barn-storming tour. He was not a heavy dough-guy but very strong in other ways - by profession a blacksmith. So secretly I attended the rehersals that were held in the

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blacksmith's shop. This perhaps had much to do with the iron I later put into my efforts. This Company was named the Twilight Revelers -- and how we did revel. Then what a fuss was made at home when, at the proper time, I announced that I was going out with the Twilight Revelers. Some of the members of this Company had casually mentioned that we were going out on a shoe-string which meant nothing at all to me. In fact I boasted around that I was going out with a real theatrical troup on a shoe-string. Poor Mother and the rest of the family. They didn't even think it was right to attend a theatre much less become an actor. I am afraid their alarm over the latter part, my being an actor, was very far fetched but they took it very seriously. But the temptor had opened gates and I saw ahead, flaring, the everlasting lights of fame and glory. I soon discovered that there might be lights out there but they were a long distance away. We played Jeffersonville, Indiana right across from Louisville and the benigant citizens of this city must have had some curiosity of what in the H-- was a Twilight Reveler for we did a fair business. If the blacksmith manager had only known his business we would have stopped right there and returned to Louisville covered with glory. But he didn't do the sensible thing. We went further into the wilds. We struggled along to such few small villages as would let us enter. Then things went from bad to worse. We couldn't get enough money in the house to pay the board bill; we had long since given up the idea of laundry bills. My room-mate and I escaped out of one small hotel from the second story the day after the performance. We got a rope, tied it to our two rather inexpensive valises as we called them then, and let them out of the window and with the aid of an adjoining window and some vines, followed the valises. Then with the haughty manager, leading man and leading lady (beautiful, very beautiful; also a blond) we caught a train before the hotel man waked up. Then the blacksmith manager was strong and optomistic and cheered us all up by saying we would do great in the next town. The last town was a bum show town anyhow.

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But just before we were ready to go on for the performance that night the hotel manager from the town we had deserted arrived on the scene. But Ellis, the promoter, and the honest face of the blacksmith persuaded the hotel manager to give us a little time. Business would pick up and we would pay him the debt. But alas, fate was again against us. Business was a little better but not good enough to pay off the hotel manager. A council of was was held. The persuasive Ellis and the honest blacksmith influenced the two hotel managers to give us another chance afterwhich they had a few drinks and Ellis borrowed the watch of the second hotel manager. So finally, not to repeat a series of the instances, we landed absolutely stranded with five hotel managers that had followed us hoping that we would play to business somewhere. The two most woeful members of the hotel managers group being those that had lost their watches - the watches having be pawned to buy railroad tickets. Perhaps after all, the hotel managers had a good time. There were two rather good looking girls in the show and a marvelous leading lady. This leading lady had made me shed many a bitter tear telling me the story of the only two things in the world she loved -- her two babies. I thought I was getting right into the innercircle of her confidence but alas to hopes, I discovered that in our journeys she had fallen desperately in love with the leading man despite her sorrow over the two things she loved. She made it three now. I was again out in the cold.

Our last performance was great, that is, with one exception. There was a lad in the Company by the name of Max Davidson. We had, during rehersals, become fast friends talking about acting and such things. There was a big safe-opening scene in the climax of our play. Max' business was to start to open the safe. My cue, as the great hero of the occasion, was, "oh, this is easy", as he started working at the safe. I wasn't worried about this scene but I was very much troubled about the last act and was busy walking up and

down in the cellar beneath the stage trying to get the lines in my head. Max gave the que alright but I was walking committing the lines of the last act. The safe flew open - that was my que for enterance and to proclaim dramatically, "you devil, get away from that safe or I'll blow you to kingdomcome". It happened that there was only one entrance to the stage from the cellar, that was on the right side. It also happened that all the actors were on the other side of the stage and the back drop against the wall so there was no way of getting to me except across the stage, which would certainly have spoiled the act. Again and again Max repeated the que, which must have become slightly monotonous to the audience. Finally I woke up from my revere and hurried up the steps but Max had given up in despair as the audience was laughting it's head off, and had madehis exit on the left side. I rushed on shouting "stand back you villain or I'll blow you to kingdomcome" but there was no villain to stand back, the stage being empty. This was a dramatic play and it had received lots of good laughs already but this was the climax. The audience nearly fell out of their chairs.

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CHRISTUS

Mother used to send us to school. She never let anybody call me anything but David. "Dey" was forbidden. She used to give me a little lunch basket and start me off to school with, "Now David, remember who you are and always keep in mind that your name means 'dearly beloved'." This was instilled in my mind.

I remember one morning going to school and there were icicles on the trees and the sun was shining and they sparkeled and gleamed. One one of the trees there was a branch particularly laden and gleaming, and just as clearly as I can see a brick wall I saw the face of Christ. I stopped and paused and said, "My name is David and you know that means dearly beloved and I hope you may like me a little and I might be your dearly beloved because I love you and always have," and then the sun perhaps changed a little on the icicles and the face disappeared. And until this day I often wonder if I might not have seen the face of Christ.

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I was born. I don't think there were any shooting stars or anything else happened about it ~~except perhaps with my Mother~~. I might mention, however, how long ago but people are not interested in ancient history so just let it pass. The place is the State that the radio audiences today get so annoyed about hearing them sing over -- Kentucky.

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About the next thing I remember was a yellow dog. Of course all sentimentalistic moving picture people must have dogs in the story. But this was a real dog. I don't know if I would have cared very much about him but I was frightened to go around by myself and I had the dog go along. He was supposed to be a great sheep dog. He certainly must have been a very high class sheep dog. We call them sheep dogs. They were dogs that were supposed to go and bring in the cows. He must have been a bear-cat. All I remember him doing was to get around back of the cows and in a noisy fashing bite them on the tail and if they didn't kick him he would retire to a safe distance and sit with his tongue hanging out. Then the kids would get the cows in the barnyard and the dog barked around and took all the credit. But the dog also was a cavalier dog like all our family, whatever that means. It generally means having a lot of ancestors on both sides and manage to escape being hanged. Also like the rest of the family the dog liked the ladies. He spent most of his time persuing them. But he made a fatal error. He fell in love with a female sheet. I remember that because they called it a "her". He must have been stuck on her indeed because he bit her to death and male animals as a whole when they get started on the wrong they stick to it. So the only thing to do was to kill them. So I heard the news that the execution was about to come off. They led the dog down in the side orchard with a rope to tie him to the tree and Father went into the house to get a gun. I knew it wouldn't be long now for the dog for Father had been a colonel in a couple of wars and captain of one and faught the Indians and most anyone who came around.

When I saw him come down the orchard with a gun I started running in the other direction. I didn't like to see it. But I couldn't run fast enough to get out of the report of the gun. There was only one shot. Colonel Griffith had a good aim and I knew the poor old yellow dog was turning over like they generally do and show their bellies. I asked after what they did with him but nobody told me

Country boys as a rule haven't any friends and I always had a lot of pets around. Particularly I didn't have any trouble at all making friends of the geese. Mother made some caustic remarks about this. Most anybody can make friends with animals if they have about the same amount of intelligence I have had pet coons, dogs, possoms and even pet geese and chickens and later on when I got to be quite swell I had even lions and panthers and a couple of bear cubs. These bear cubs must have been real highbrows because they took a piece of my leg, but with all the other animals I got along great. But getting back to the geese, I had a goslin who used to follow me around. I would talk and the goslin would talk and we understood each other perfectly. Then the damn goslin broke it's neck in the fence, ending friend number two.

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But the next event it occurs to me in my weak memory was the day when they had three suns. I mean the things that shine up in the sky. It scared everyone to death. At least it scared me. They call them dog suns or something. No you are wrong, it was before I had ever taken a drink. (We were quite surprised at the given of suns with sending us three when) when we had always gotten along with one. However, I never thot about this at that time. I took it on the run. I tried to get behind the chimney so as not to see them but I was going too fast. I went beyond the right chimney and came right back to the wrong one where I had to see them again. To everybodys satisfaction two of them said "good night" and set, then everything went on as before.

We lived in a bum old house surrounded by an orchard and had some wheat fields and the usual things they have on a farm. We had one old house left from the old estate, that's what we call it down South. That shows you mean something. Putting on the Ritz as it were. There was an old cabin where a couple of niggers lived. They certainly were great on the watermellons. Another old cabin where a couple of ex-slaves, called Uncle and Aunt Easter. Why I never knew. One thing I remember about her was that she was fat and was hot on biscuits - and I was hot on both, namely watermellons and biscuits. That was about the only exercise I got at that time besides getting up the cows, milking and doing other chores and chasing between the two cabins hunting for something to eat. It tasted better down there.

I think the two people I loved most in my life - I say people advisably - was my Father. I often wonder now if he cared anything about anybody. He never told anybody whether he cared for them or not. But what he said was law. He had a terrible voice. He was called "roring Jake" in the wars. He was the only man to ride a cavalry charge because he was so full of bullets he had to ride in a buggy. I imagine he was sort of a pet with the women cause I remember a dance they had when I creeped cautiously under the sofa, Believe me they were all poor but they all had dances and they never broke up, In hearing a couple of young dolls saying, "goodness gracious I would like to get another dance with Colonel Griffith. He was then way in his 60's. I knew they meant it because they didn't know I was there and wouldn't have given a damn if they had known it. It didn't make much difference whether he had money or not. He always managed things somehow. You would have more fun riding with him in an old wagon with straw on the floor than in riding in the best pullman that was ever made.

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Another thing that stands out was the haircut. My older brother was courting some magnolia pot, having been down to Louisville. He saw they were cutting out the dangling locks the men were wearing.at that time and got old Uncle Easter to cut his hair. That was in front on a small house where a couple of country cousins were living that, like the rest, lost everything from the Yankees and Carpetbagers. And there with a tin basin and washing soap was Uncle Easter trimed by the Williams hair. I think he overdid the job and cut it too short. Father came out, looked at him and pretended not to know him, then uttered some exclamations. Amont others this was a mild one: "My God what sort of a G-D- sight is this?", went into the house, got his old calvary saber and chased the nigger around the house with the claim of having ruined his son as it were. The nigger, however, liked it. I always had a suspicion that Father liked the old nigger better than anyone around the house.

And then another important event was when Father was on his last illness. One particular wound he had was a bullet thru his belly and he lay with his guts on the ground for quite a time until a surgeon, who afterward became one of the most famous in the South, found him. The North were keeping out all drugs including morphine, catgut etc. The catgut with which they sewed him up was not good and they broke so he was dieing from it and I happened to hear when the country doctor came out on the porch to tell one of the cousins that there was no hope. He was dieing. I went the house and got behind the chimney in the corner and of course cried. I was always sentimental. And they came and got me and took me inside. All of the niggers were there and the family. It was the custom down South, he had a word to say to each of us. As I came beside the bed he looked at me and said, "be brave my son, be brave." He was on to me. He knew the advice I needed. There is the mistake of my life because I

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couldn't take his advice. I wasn't brave and never have been. Of course I could fight a little with my fists and that sort of stuff but I never could say "No". I mean morally speaking. I have been going on ever since saying "yes" to most everybody about business and everything. Occasionally I say to myself by remembering that - "and then they took him away". Poor Mother had to take the family up. She was a silent sort of woman but didn't know anything about business and she and the sisters, Mattie the oldest, Wheeler, whom everybody thought must be a man, Father and General Joe Wheeler promised to name the first children after each other. Fathers happened to be a girl so she went thru life called Wheeler. She was a sweet innocent thing.

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We had lots of property that were so tied up with mortgages that we had to get a smaller place and the whole family moved to Shelby County where a bum farm. It had only one advantage. It had a creek that ran around it and had lots of sun perch in it. We paid $2900 for it. $1850 in cash and the rest in promises. We stayed on the farm for about six years and just barely paid the interest and never a penny of the other part. My adventures on this farm were many and numerous. I will not bother you with them tho since you want to hear about the moving pictures.

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and the average reader has about the same brains as I have which is about as much as you could put in a peanut. The only reason I am writing this junk is because I need the money and there are so many damn fools in the world that some of them are apt to read it. This was a lovely palace we moved into. A true Kentucky estate. It had three rooms downstairs and a garret up stairs, and more rocks than were ever on any farm of its size before. Where they didn't have any rocks they were very generous with their stumps. I know this because I have had the wind knocked out of me

in plowing often enough to remember it. It had a very cheerful outlook from the front on the left toward the main road. Ditto on the right, namely a grave yard. The only physical strength that I may havetoday is the exercise I got running by the grave yard.

We had to go by school a couple of miles away, crossing a branch of the creek seven times, and particularly in the wintertime when we were getting home it was almost dark. If we only had to run by the front of the grave yard it would have been not so bad but we had to run along the side of it as well to get to the house.

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I was a great success at school. It was a nice school, very nice in the spring. It was set around with beech trees and blackberry vines. Still sits the school house beside the road. The summac vines that ran around Wittacker's poems were nothing to the way I ran around that school house. There was a guy much bigger that I, we all say that when we get licked, took a particular aversion to me. He really had a very brilliant mind, particularly in the winter time. I think the lady school teacher sort of had a little sympathy for me. She would let me out of school a little early sometimes. But there was no escaping this gentleman. I was prejudiced against him then but since I believe he must have been a boy of great intelligence and perception in working so seriously in knocking my block off. I remember once a very sweet trick he had. To get out of the school yard I had to cross a branch of this stream. He would make snow balls in the morning and put them in the water to freeze so as to make then nice and effective and as I went home very gentlemanly he would present me with the snowballs. He sometimes missed my head in a moment of weakness but he seldom missed me somewhere. Thus I got more exercise to build up my constitution. There was another unpleasant, or pleasant, experience. Being as I was now being raised by women who were all very

religious I was told that if I was hit on one cheek I should turn the other. Being a very bright boy I actually obeyed this. I am very glad of it now looking back because I suppose I afforded those gents more fun than they had had in a long time. They didn't have punching bags in those days and I was a gift from God. I finally rebeled once but it didn't do much good and another boy and I engaged in a hair-pulling contest. I don't remember the condition of my own hair but he had bugs in his. But I did have two triumphs anyhow. I fell in love. I remember she was very beautiful. Just how I don't know except I remember she was skinny and could run like hell which made her greatly desired by the captains of the prisoners base teams. My God how I loved that gal. I really do remember that she was little and slim and she had beautiful legs and she could use them, which, thinking back, seems to indicate I was taking an interest in the ladies but why should I remember their legs so well? Well we got along pretty well. She let me catch her once - she said on purpose and I believed her and was very very happy. However, she was doubtless kidding and made a wrong turn. But we never got married. It seemed very strange to me since I was 13 years old and she about 11. That was that.

And another time I nearly won the spelling bee. If it hadn't been for that word "deceive" I would have got it. I was going strong until that word came along. Maybe I was too nervous, I have always been tempermental, because the aforesaid girl with the goodlooking legs was at the top and I was trying to get near her but "deceive" tripped me hard, and the gentleman who thru the hard icecakes got the coveted position and the very next day actually had the nerve to walk home with her while I lingered a little cautiously behind watching him in his glory wishing I could tell that gal what a grand person I was but never got the chance.

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The only other excitement we had was being late to school trying to kill

fish thru the ice in the winter time and catching them on a pin-hook in the spring and fall. It was a pleasant little school house too. About eight benches on each side. The only disadvantage I remember about it in the wintertime was the stove was near the teacher and I had the next to the back bench and since having to cross this stream seven times we always game in wet. I would have prefered to have a bench up near the stove. I suggested once in a bold moment to the teacher that my feet were wet. I stood up to do it. She said, "sit down and let them dry". Which I done. The next important thing that happened was the guy that had the mortgage. I have put that gentleman in many a picture. He decided he could use the farm better than we could and so we lost our happy home and moved to the great city in the winter time on a couple of bum wagons whereupon the furniture was piled. It was a lovely 26 mile ride. Part of the time the stars were sparkling, the moon was shining on the snow and everything was beautiful above and below, tho none of us saw it. We were shivering too much.

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autobiography file before 1905

Pencil pgs 2nd

In the first place I was born. I don't think there were any shooting stars, earthquakes or anything else exciting happened about it. I might mention, however, how long ago this event happened but I find that people are not interested in ancient history so just let it pass. The place is the State that the radio audiences today go so annoyed hearing them sing about, namely Kentucky.

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About the first thing I distinctly remember was a yellow dog. Of courst all sentimental moving picture people must have dogs in their story. I don't know if I cared very much about him but I was frightened to go around by myself and I had the dog go along for company. He was supposed to be a great sheep dog. We call them sheep dogs, why I don't know because their principal business was supposed to be to go and unaided by anyone bring in the cows to the milking place. He must have been a great dog at this business indeed for all I remember him doing in this line of endeavor was to get around back of the cows and in a noisy fashion bite them on the tail. If they didn't kick him over he would retire to a safe distance and sit with his tongue hanging out gazing off meditatively at nothing in particular. Then the kids would get the cows into the barnyard while the dog barked madly around and took all the credit. But the dog also was a cavalier dog like all our family which was supposed to be of a cavalier species. I don't know exactly what cavalier means but I suppose it is generally to have a lot of ancestors on both sides that manage to escape being hanged. Also like the rest of the family the dog liked the females. He spent most of his time pursuing them. But he made one fatal error it would seem. He fell in love with a female sheep. I remember this because they referred to the sheep as a "her". He must have been stricken with her indeed because he bit her to death and male animals as a whole when they get started on the wrong track they stick to it. So the only thing to do was to kill him. I heard the news that the execution was about to come off. Then I saw them lead the dog down

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to the side orchard with a rope around his neck so they could tie him to a tree. Then I saw Father go into the house to get a gun. I knew it would'nt be long now for the dog because Father had been a colonel in a couple of wars and captain of one and fought the Indians and most anyone who came around and was a good shot. When I saw him go down into the orchard with the gun I started running in theopposite direction. I didn't want to see the execution. But I couldn't run fast enough to get away from the report of the gun. Colonel Griffith had a good aim. There was only one shot and I knew the poor old yellow dog was turning over on his back with his feet in the air like dogs generally do when the shot in corrected placed. I asked afterwards what they did with the body but nobody told me. That was the last of my first friend.

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Country boys as a rule haven't many friends but I always had a lot of pets around. In particular I didn't have any trouble at all making friends of the geese. Mother made some caustic remarks about this. Geese, I would have you know are very foolish, silly and sentimental. Now most anybody can make friends with animals if they have about the same amount of intelligence as the animal they are seeking to become friendly with. So you will notice nearly all animals dislike highbrows. But as for myself I have had ped dogs, ped doons, pet possoms, ped geese, pet chickens and later on when I got to be quite swell I had even lions and panthers and a couple of bear cubs. These bear cubs must have been highbrows because they took a piece out of my leg one day but with all the other animals I got along great as, for instance, with the geese. I once had a goslin who used to follow me around like a tame cat. He would squawk and I would talk and we understood each other perfectly until one day the damn goslin broke it's neck in the fence. That was the end of friend number two.

But the next event it occurs to me in my weak memory was the day when they had three suns. This phenomenon sometimes occurs due to peculiar

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atmospheric interference. I think they call the extra suns "sun dogs". It naturally frightened the ignorant considerably. I know it did me. I suppose the other ignorant ones were equally surprised at this unusual generosity of Nature with her suns, sending us three when we had always gotten along with one. I never thought about this at that time. I just took it on the run. I think I aimed for my usual chimney corner so as not to see them but I was going too fast. I went beyond the right chimney and came right back to the wrong one where I had to see them again. But to everybodys satisfaction two of them said "good morning" and disappeared and then everything went on as before.

We lived then in a very small out house surrounded by an orchard, wheat fields, pastures and the usual things pertaining to a farm. This was an old house left from the estate. That's what we call it down South, it's supposed to show you mean something, quite important as it were. On this place there were two old cabins left from the days of slavery. In each of these cabins still lived a couple of negro families, of course ex-slaves. One of these families was certainly great on watermellons. In the other cabin lived Uncle and Aunt Easter - why so named I never knew. Aunt Easter I remember rather distinctly. She was very black and fat and was hot on biscuits. I liked both families. I also liked the watermellons and biscuits. About the only exercise I got at that time, besides getting in the cows, milking and doing other chores, was chasing between the two cabins hunting for something to eat. It seemed the food tasted better in these cabins than up at the house.

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I think the one person I really loved most in all my life was my Father. I often wondered if he cared anything about me particularly. I am forced to doubt it. As far as I can remember he never seemed to show to anybody his feelings toward them. But he must have had a deep emotional nature behind his sternness. What he did, which he did only occasionally, was to put his

hand on my head and say, "Son, how are you this day?" This simple action seemed to be an overwhelming miracle of some kind. Also I remember he had a way of saying things os everybody paid attention to it. He had a voice of terrific power. He was called "roring Jake" in the wars. Once at a dinner with the late Earl French the Earle told me that Colonel Griffith was well known for having led one of the strangest and heroic cavalry charges known in history. He had received five bullet wounds, was unable to raise either arm or to move either foot but insisted upon having his men put him in a buggy and so led the charge.

I also imagine he was sort of a pet with the women.because I remember at a dance which they were giving at our house,where they preserved the same ceremony as they did before the war, and the dances kept up about the same time as of old -- until sun-up, there was a sofa in the corner of the room. I cautiously crept underneath it to see and hear what was going on. Near the sofa were a couple of young girls and one of them said with real fervor, "goodness gracious me I would like to get another dance with Colonel Griffith. He was then far along in his 60's. Since I was the only one near enough to hear them and carry the compliment to the Colonel I knew they meant it. It never seemed to make much difference whether he had money or not. He always managed somehow. You would have more fun riding with him in an old farm wagon with some straw on the floor than in the best pullman car that was ever made.

Another thing that stands out in my memory was a haircut. At that time my older brother was courting a little magnolia that lived across the pike. My brother had just been down to Louisville. He saw they were doing away with the dangling locks the men were wearing at that time so he got old Uncle Easter to cut his hair. This great event happened in front of a small house next door to our own place where a family of country cousins were living

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They, like the rest of the family, had lost everything during the war. In front of this same house was a bench, on it a tin basin and washing soap. The day was Sunday when this sort of work was generally done. Uncle Easter was busy trimming Brother Williams hair. I think perhaps he overdid the job a little and cut it too short. It made him look like an ex-convict. Father came out, stalked over to the scene, looked at Brother William and pretended not to know him. He then uttered some exclamations. As I remember the mildest one was, "My God, who in the hell did this to you?" Then he went into the house, got his old calvary saber and chased the erring nigger around the house shouting as he went that he had ruined his son. However, Uncle Easter, tho he traveled fast enough, couldn't take it very seriously and laughed his head off as he ran. I always had a suspicion that Father liked the old nigger better than anyone around the house. At least he seemed to have more fun with him.

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And then another important event. It was when Father was lying on the bed in his last illness. This last illness was caused by a bullet wound he had received during the war. He had had many but this one bullet had gone thru his belly and he lay on the ground for several hours with his insides hanging out on the ground until a surgeon came out, and who afterwards became one of the most famous in the South, and found him. He put his insides back in and sewed him up. At that time the North, thru the blockade, were holding out alldrugs including morphine, catgut, etc. The catgut with which the surgeon sewed him up was not so good and finally after the lapse of years ~~the~~ it rotted and broke and nothing could be done for him so he lay in the darkened room dying from a blow out of the past. I was outside standing on the rear porch when the country doctor came out and told one of the country cousins there was no hope. He was dying. It was only a question of a few hours. I went around the house and got behind the chimney in my favorite corner when I was in trouble, and of course I broke out in tears. Perhaps I

was always sentimental. A little while afterwards they came and got me and took me inside. The four old niggers were standing in the back at the foot of the bed weeping freely. I am quite sure they really loved him. Around the bed the family was gathered. As was the custom in the old South he had a word of goodbye to say to each one of us. When it was my turn I came beside the bed. He looked at me for quite a long time with those brave eyes that now seemed so soft and tender. Finally he said, as I drew close to him, "be brave my son, be brave." I am afraid he knew me only too well and knew I needed this advise. Since then there has never been a crisis in my life that that hasn't come to me - "be brave, be brave". But I am afraid I was not born to live up to this advise for afterwards I never was really brave and never have been. Of course I could fight a little with my fists and that sort of stuff but I could seldom say "no". I mean morally speaking. I have been going on ever since saying "yes" to most everybody about business and other things. Occasionally, however, it has helped me. It helped me a little in my trouble only a few weeks ago. Then after he had said goodbye to the last of the family it was only a short time until he lay still forever. And then they took him away -- that which I loved more than anything I have ever loved in my life.

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Poor Mother had to take charge of the family now. She was a silent sort of woman. She didn't know anything about business and that sort of thing. She had been raised in the easy conditions of the rich in the South. So silent and quiet she was that I never dreamed that she loved me until she was about 70 years old when I discovered that that stern, cold, hard exterior covered a tremendous emotional and affectionate nature that was terrible in its intensity. Now she had on her hands a big family. There were the sisters Mattie the eldest, Ruth next, then the youngest girl named Wheeler whom everybody thought must be a man, that is in writing to her. Father and General Joe Wheeler promised to name the first children after each other so she went

thru life called Wheeler. She was a sweet innocent thing. Then there was Brother Will, Jacob and Albert. Quite a family, quite a burden for an inexperienced woman to bear.

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We had quite a little property, I mean in land, but this acerage was so tied up with mortgages that we had to get a smaller place so the whole family moved to Shelby County where we had found a small farm. It had only one advantage. It had a creek that ran all around it and in the creek were lots of sun perch. Also it was supplied with more rocks than were ever on any farm ofits size that I have ever seen. Where it didn't have rocks it was generously supplied with stumps. I remember this well because I have had the wind knocked out of me often enough in plowing to remember it. We paid $2900 for it: $1850 in cash and the rest in promises. We stayed on this farm for about 5 years just barely paying the interest and never a penny of the whole. Finally we managed so well that we couldn't even pay the interest. My adventures on this farm were many and varied but I won't bother you with these since I know you want to get on and hear about the people connected with me in the making of moving pictures. Frankly the only reason I am writing this junk is because I need the money and I flatter myself that the average reader hasn't any more brains than I have, which is nothing to brag about, so there may be a few foolish ones to read it! Indeed, like many others, when far away from this farm we could call it a lovely palace: a true Kentucky estate, without any fear that anybody was going to correct out slight exaggeration. In reality this small palace had four small rooms downstairs and one garret above. It ~~have~~ had a very chearful outlook from the front of the house. Looking from the front windows on the left toward the main road a sloping meadow and a field where they generally grew wheat, and on the right,at the corner line, a graveyard. What physical strength I may have today I got from the exercise of running by the graveyard. We had to go to school a couple of miles away crossing a creek seven times and, particularly

in the winter time, when we were getting home it was almost dark. After what was something over two miles walking we put on all speed to get by this grave yard. If we only had to run by the front of it it would not have been so bad but we had to run along the side of it as well to get to the house.

I was a great success at school. It was a very nice school, particularly in the spring time. It was set around with beech trees, blackberry vines and sumac. As I remember it was one of those country school houses that Whittier wrote about:

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> Still sits the school house by the road
> A ragged begger sunning
> Around it still the sumac grows
> And blackberry vines are running.

It happened that this school house was attended by a gay but rather vindictive knight of battle. As it happened, he was much bigger than I, that is what we always say when we get licked. He took a particular aversion to me from the very first. The manner which the blackberry vines ran around Whittier's poetic school was nothing to the running which I did around our school house pursued by the beligerant young knight ofbattle. He really had a very billiant mind, particularly in the winter time. I think the lady school teacher sort of had a little sympathy for me during this period. She would let me out of school a little early sometimes, I think to escape the persecution of this young gentleman. I was naturally prejudiced against him but now I have become to believe he must have been a boy of great intelligence and perception in working so seriously at attempting to knock my block off. I remember one particularly sweet trick he had. To get out of the school yard I had to cross a branch of a stream that flowed by. The young knight of battle would make snow balls in the morning and put them in the water to freeze so as to make them rock-like and extremely effective and as I went home very generously he would present me with these icerock snowballs. Some-

times in a moment of weakness he managed to miss my head but he seldom failed to get me somewhere despite the fact that I was running and dodging at the same time to the best of my ability. Thus I got more exercise to help build up my constitution.

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Here I met with another pleasant experience. I mean to the onlookers. Being as how since my Father's death I was being raised by women who were all very religious I was impressed by them with the idea that if I was hit on one cheek I should turn the other. I must have been rather an impressionable young boy because I actually tried to obey this idea. It was, after all, a very generous act on my part for ~~the~~ it must have afforded these young gentlemen more fun than they had had in a long time. As they were too poor to have punching bags those days, I was a gift from God. I finally rebeled once but it didn't do much good. Another boy and I engaged in a hair-pulling contest. I don't remember the condition of my own hair but he had cooties in his. Anyhow neither one of us ~~was~~ got any particular advantage so we quit.

But I did have two more pleasant experiences anyhow. The first, I fell in love. With a vista of memories I see her as being a very beautiful girl. Just what type I don't know but she was very thin and could run like hell. This made her greatly desired by the captains of the prisioners base teams. My God, how I loved her. I really do remember that she was little and slim and that she had beautiful legs and she could use them, which, thinking back, seems to indicate that I was taking an interest in the opposite sex else why should I remember her legs so well? Well we seemed to have gotten along very well indeed. She let me catch her once, she said on purpose and I believed her and was very, very happy. However, she was doubtless kidding and in trying to escape the touch which would make her a prisoner made a wrong turn. But we never got married which event at that time I certainly expected to occur. Perhaps the fact that I was not quite 12 and she was about 10 had something to do with the frustration of my dreams. So that was that.

And another time I nearly won the spelling bee. If it hadn't been for that word "deceive" I would certainly have triumphed. I was going strong until that word came along. I have always been tempermental, or maybe I was too nervous, because the aforesaid girl with the goodlooking legs was at the top and I was trying to get near her, but "deceive" tripped me hard and I fell and the gentleman who threw the hard icecakes got the coveted position. The very next day he actually had the nerve to walk home with her while I cautiously lingered a little behind watching him in his glory wishing I could tell her what a grand person I was, but never got the chance.

The only other excitement I remember was trying to kill fish thru the ice in the winter time and catching them on a pin hook in the spring and fall, which generally made us late to school.

Still I say it was a pleasant little school house. Rather small, I admit, only room for 8 benches on each side. The only disadvantage I remember about it was in the winter time the stove was near the teacher and I had the next to the back bench and since having to cross this stream 7 times we always came in wet. I would have preferred to have a bench up near the stove. I suggested once in a bold moment to the teacher that my feet were wet. I stood up to do it. She said, "sit down and let them dry". Which I did.

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Yes it was just a poor little school house and the journey to it was long and hard. I have never been sent on any journey under such conditions as existed then, When my Mother used to send me on this one. As she gave me a little lunch basket and started me off she would say, "David, (she never let anyone call me Dave. It was always David and to this day I don't like to be called Dave) remember who you are and always keep in mind that your name means dearly-beloved. The repetition of this thought became greatly impressed upon my mind and as I was thinking over the idea one morning going to school, it was after a sleet and there were icicles on the trees and they sparkled and gleamed, on one of the trees there was a group of branches peculiarly placed together laden and gleaming and in these branches the peculiar way the sun was shining seemed to make an (gray halo) ,and just as clearly as I now can see a brick wall I saw the face of Christ. I stopped and paused and tremblingly said, "my name is David and you know that means dearly beloved. I do hope you may like me a little, that I might even become your dearly beloved because I love you and always have." Then the sun perhaps changed a little on the icicles in the branches and the face disappeared. Until this day, under a certain peculiar mood, I often wonder if I might not have seen the face of Christ. After all, the faith of children may give them vision not given to those grown old in the ways of the world.

Then came the day the villainous gentleman who had the mortgage decided that he could make better use of the farm than we could. (Later I put this gentleman in many a picture) So we decided to move to the great city. It was in the winter time and we traveled on a couple of old farm wagons whereon the furniture was piled.

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Once in the city we decided to run a boarding house - which, however, didn't run.

Again I went to school. Here I was immediately named "country Jake". At this public school I met Henry and Harvey Waterson, sons of the great Marse Henry, Editor of the Louisville Courier Journal. In the lonliness surrounding this new environment young Henry Waterson, who had lots of his father's generous spirit, being older than I and also very well to do, became quite friendly and I could walk peacefully, if I was with him, down Chestnut Street without being much jibed at with the offensive "country jake". I went quite a time to this school and couldn't get any idea of what it was all about. I seemed to be in a haze until I got under a new teacher by the name of Wasabeer. Then with the aid of my sister at night time drew a little out of the haze: Particularly when they got to the school book editions of Tales of Homer I seemed to begin to see a light. This was rather a busy time going to school in the day time, selling papers after school and enduring my sisters efforts to get some ideas thru the dumb skull. So finally, to my great surprise, after the examinations I skipped two grades and fell, slightly wondering, into the high school. I didn't stay long here, however, as our boarding house had run itself out and ready money was needed for eating purposes and a few other things.

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So I got a job as an elevator boy in the J. C. Lewis Dry Goods Store. The elevator I attacked was run by wire ropes and it needed a good strong tug to both start and stop it. Beginners generally tore off a little flesh in the palm of their hands until they got them toughened. As there was not enough cash conveniently around to buy gloves you had to stick it out until your hands got good and tough. Then a cousin of mine, who was working in a book store and also studying at night, got a better job. He advised me to try and get the job he was quitting. As it paid $5 a week, which was more than I was getting as an aviator in the elevator shaft, I interviewed the

book store people and got the job. Lee Lewis, nephew of the owner, ran the dry good store. He was a very austere and businesslike person. One of those who seemingly seeing nothing evidently see everything because he eventually made this dry good store a big success. He told me that I would regret leaving the store, that I might get somewhere in the dry goods store. Nevertheless I left but as I went out of the store onto 4th Avenue, the city's main highway, I did it very much troubled in spirit thinking I might have made a big mistake in leaving the elevator shaft.

Then I went to work in a new book store. It was owned by Simon Flexer and I moved into a brainy circle indeed. There to this store came Abraham Flexer, the other brother who became the great Flexer, who is now head of the clinic of the Rockefeller Foundation. To this store came Mary Johnson, afterwards to be the famous novelist: occasionally James Witcomb Rilley and many other people intellectually bent. They were a kindly people. About the only repremand I remember receiving was "David, don't you think you would do better if you spent less time in reading the books and more time in trying to sell them. A little more attention to the customers, and perhaps if the shelves and books were dusted a little more frequently, it might be a step in a better direction". The Claubers had a store next door and Adolph Clauber, who afterward became a critic of the New York Times, who also married Jane Cowel, would generally drift in at closing time. I thot Adolph Clauber one of the hansomest men I had ever seen. Generally they would gather together in the back of the store and talk. If was one of the few jobs I suppose where a boy would find various excuses at his work shop instead of going home. I think I did my best work then. I would dust industrously and find something to do in order to stick around and listen to people talk who had something to say.

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Of course about this time I fell in love again. She was a blond. I don't know how it is but somehow blonds seem to have a fatal effect on me. I did her a lot of good anyhow. I had to walk about 40 blocks to get to her

house from where I lived. Instead of doing her harm I did her lots of good. As her Father objected to book clerks and the likes, doubtless wishing to save her for a better fate, we had to meet unbeknownst, as it were. My courtship gave her a splendid physique because in the pleasant weather I walked her miles and miles up and down the canal. I had a terrible temptation here because I wanted to kiss her but thought it was wrong and never did it. Instead I took it out in walking. Then when she became exhausted at this over amount of exercise we would rest on the bank. We did hold hands, however, and I talked her to death. I think she always labored under the idea that I was sort of a queer, dumb (in everything except my mouth) physical instructor whose aim in life it was to promote her powers of locomotion. However, one night returning as near the house as I thought prudent her Father turned the hose on me. As this happened to be very late in the summer and also a rather chilly night my ardor was somewhat cooled. He was a very skilful general and got me several times with this powerful cold water. Underneath this barrage I finally gave up and surrendered completely. I tried to think how I would feel going home drenching wet when the winter came on.

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(I remember quoting some of the Homeric tales which I am afraid I up as being my own composition and told her of my great ambition to be a writer. I certainly remember the chagrin I felt at her answer which was to the effect that I would doubtless do marvelously well in such stories as Deerfoot and The Indian Runner, popular stories running in the Boys Home Companion. The ~~last part~~ little blond may have been right at that.)

Then the tempter. There was a man named Ellis that lived in Louisville. He had gotten some people interested in amateur theatricals and attached to himself a dough-guy with the idea of going out on a short barn-storming tour. He was not a heavy dough-guy but very strong in other ways - by profession a blacksmith. So secretly I attended the rehersals that were held in the

blacksmith's shop. This perhaps had much to do with the iron I later put into my efforts. This Company was named the Twilight Revelers -- and how we did revel. Then what a fuss was made at home when, at the proper time, I announced that I was going out with the Twilight Revelers. Some of the members of this Company had casually mentioned that we were going out on a shoe-string which meant nothing at all to me. In fact I boasted around that I was going out with a real theatrical troup on a shoe-string. Poor Mother and the rest of the family. They didn't even thing it was right to attend a theatre much less become an actor. I am afraid their alarm over the latter part, my being an actor, was very far fetched but they took it very seriously. But the temptor had opened gates and I saw ahead, flaring, the everlasting lights of fame and glory. I soon discovered that there might be lights out there but they were a long distance away. We played Jeffersonville, Indiana, right across from Louisville and the benigant citizens of this city must have had some curiosity of what in the H-- was a Twilight Reveler for we did a fair business. If the blacksmith manager had only known his business we would have stopped right there and returned to Louisville covered with glory. But he didn't do the sensible thing. We went further into the wilds. We struggled along to such few small villages as would let us enter. Then things went from bad to worse. We couldn't get enough money in the house to pay the board bill; we had long since given up the idea of laundry bills. My room-mate and I escaped out of one small hotel from the second story the day after the performance. We got a rope, tied it to our two rather inexpensive valises as we called them then, and let them out of the window and with the aid of an adjoining window and some vines, followed the valises. Then with the haughty manager, leading man and leading lady (beautiful, very beautiful; also a blond) we caught a train before the hotel man waked up. ~~Then~~ the blacksmith manager was strong and optomistic and cheered us all up by saying we would do great in the next town. The last town was a bum show town anyhow.

But just before we were ready to go on for the performance that night the hotel manager from the town we had deserted arrived on the scene. But Ellis, the promoter, and the honest face of the blacksmith persuaded the hotel manager to give us a little time. Business would pick up and we would pay him the debt. But alas, fate was again against us. Business was a little better but not good enough to pay off the hotel manager. A council of was was held. The persuasive Ellis and the honest blacksmith influenced the two hotel managers to give us another chance afterwhich they had a few drinks and Ellis borrowed the watch of the second hotel manager. So finally, not to repeat a series of the instances, we landed absolutely stranded with five hotel managers that had followed us hoping that we would play to business somewhere. The two most woeful members of the hotel managers group being those that had lost their watches - the watches having be pawned to buy railroad tickets. Perhaps after all, the hotel managers had a good time. There were two rather good looking girls in the show and a marvelous leading lady. This leading lady had made me shed many a bitter tear telling me the story of the only two things in the world she loved -- her two babies. I thought I was getting right into the innercircle of her confidence but alas to hopes, I discovered that in our journeys she had fallen desperately in love with the leading man despite her sorrow over the two things she loved. She made it three now. I was again out in the cold.

Our last performance was great, that is, with one exception. There was a lad in the Company by the name of Max Davidson. We had, during rehersals, become fast friends talking about acting and such things. There was a big safe-opening scene in the climax of our play. Max' business was to start to open the safe. My cue, as the great hero of the occasion, was, "oh, this is easy", as he started working at the safe. I wasn't worried about this scene but I was very much troubled about the last act and was busy walking up and

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down in the cellar beneath the stage trying to get the lines in my head. Max gave the que alright but I was walking committing the lines of the last act. The safe flew open - that was my que for enterance and to proclaim dramatically, "you devil, get away from that safe or I'll blow you to kingdomcome". It happened that there was only one entrance to the stage from the cellar, that was on the right side. It also happened that all the actors were on the other side of the stage and the back drop against the wall so there was no way of getting to me except across the stage, which would certainly have spoiled the act. Again and again Max repeated the que, which must have become slightly monotonous to the audience. Finally I woke up from my revere and hurried up the steps but Max had given up in despair as the audience was laughting it's head off, and had madehis exit on the left side. I rushed on shouting "stand back you villain or I'll blow you to kingdomcome" but there was no villain to stand back, the stage being empty. This was a dramatic play and it had received lots of good laughs already but this was the climax. The audience nearly fell out of their chairs.

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CHRISTUS

Mother used to send us to school. She never let anybody call me anything but David. "Dey" was forbidden. She used to give me a little lunch basket and start me off to school with, "Now David, remember who you are and always keep in mind that your name means 'dearly beloved'." This was instilled in my mind.

I remember one morning going to school and there were icicles on the trees and the sun was shining and they sparkled and gleamed. One one of the trees there was a branch particularly laden and gleaming, and just as clearly as I can see a brick wall I saw the face of Christ. I stopped and paused and said, "My name is David and you know that means dearly beloved and I hope you may like me a little and I might be your dearly beloved because I love you and always have," and then the sun perhaps changed a little on the icicles and the face disappeared. And until this day I often wonder if I might not have seen the face of Christ.

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street, the very next afternoon, these girls would never dream of showing the faintest sign of recognition. Many of them were famous for their beauty. It seems unbelievable today, but I have seen notices in the Old Journal, to the effect that the beautiful Mademoiselle Marie Toinette, of New Orleans, was visiting Louisville and was receiving her friends at #718 Green Street.

The prosperous ones of this group had their own carriages and rode on the principal streets, flaunting their charms from underneath gaudy parasols. The entrance to one of these places of the cheaper class was through a deep corridor. It had a long bar on one side - tables on the other - and a dance floor in the back. Near the entrance was a piano, where a well known player of his class, banged away for countless hours. The top of this piano was generally decorated with a whiskeyglass.

This pianist played all sorts of airs, many of his own composition. Musicians claimed it was this man who originated rag time. His son was Ben Kearney. They gave him credit for syncopation. What a debt of gratitude the popular composers of rag time, swing time and hot music owe to him. These more or less circumspect business chaps who have become millionaires, should erect a tall monument to his memory, for he invented a new rhythm in music. He also wrote "Frankie and Johnny". But for him, no million dollar royalties - only the nickels and dimes dropped into his cup on the piano to keep body and soul

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together, and of course, plenty of free drinks.

In the back of this place often might be seen some eager young girl, sparkling with youth and verve, going swiftly from place to place, hunting for a recalcitrant lover, or some poor young man who could only afford to buy nothing more exciting than one bottle of beer at twenty-five cents per throw, treasuring this nectar as long as possible, while he looked on at the feminine flesh so baudily displayed that was beyond his reach.

In this man's world, the men themselves, claimed all this was according to the laws of nature. In the pastures there was one male to many females; in the barn yard, one rooster to a yard full of hens. Men were supposed to be true to their wives - only after a fashion. They claimed also that the wives of these men considered it beneath them to be jealous of this sort of thing. If they dared an affair with women of their own class, then there was the devil to pay, but men were men, and the other sort of thing was just a part of life. I only know what the men claimed. How the women felt about it, I am unable to say. Of course, behind the footlights of all this alleged glamour, there was suffering and disease, but that's another story.

On Fourth Avenue was the afternoon parade. Here the male youth paraded up and down, hoping to impress the young girls who also came down on the avenue to see and be seen. These were generally from the lower and middle class families.

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For these girls to allow themselves to be picked up was frowned upon, but it happened just the same. These were supposed to be nice girls. Even if a bold youth did pick one of them up, about all he got was perhaps a date, a walk, a chat on the door steps or in the dimly lit parlor. If he made a pass at them and found out they were really nice girls, hours of strenuous endeavor would rarely get him so much as one kiss or embrace. Among the upper classes even a bashful approach in the form of a wink, or a nod, would doubtless get one a good kick in the pants, or some times a biting piece of hot lead.

Of course, among decent women of that day smoking was unknown. Now a days ladies of the best class are seen at cocktail bars and other drinking places without seemingly causing a disapproving murmur, but in that day, if a nice girl was seen taking a drink in a place even resembling a bar room - - Well, she wasn't a nice girl, and that's that.

The old boys of that day had it fixed pretty well after their own idea. Their wives, daughters and real sweethearts must be beyond reproach. They set them up on pedestals to admire and worship, but God help them if they did not stay on ~~these~~ pedestals. On the other hand, they had a world of women whose only business in life was to cajole, flatter and entertain the lordly creature, called "man".

In that day women had practically ~~had~~ only two avenues

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open to them. One was to be a wife - the other, a hired girl. Today there are many avenues open where women can make a living as well as the men. If they don't want to get married, they can stay single; make their own way in the world, and if they do get married and hubby starts acting up, they can tell him to go to - - - "Well, you know where", and go serenely on their way.

Then there were the palatial boats that plied between Louisville and New Orleans. Bars, gambling saloons, women of all classes - of course, here the lines between the nice ones and the other kind were also as strictly drawn as possible. There were stories told of fortunes won and lost at the gaming table; love adventures; of hot blood rising over the gaming table, or over women. Duals were fought and men were killed. If these quarrels mounted to the shooting point, it was supposed to be etiquette to wait until the boat landed to finish the affair on the land.

I suppose the owners of the boats were very proud of their vessels and didn't want them strewn with what were practically useless bodies. Did I take any part in these various adventures of which I have spoken? Well, a poor boy didn't have much chance for this sort of thing, and any how, that's nobody's business.

Finally the great opportunity came. I got a chance to go on the stage. For two years I had been taking vocal les-

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sons from a Mr. Baustead, a well known music teacher in the city. He told me I had one of the most powerful voices he had ever heard. His wife wore a rather dubious expression when she assented to this by remarking, "Yes, it's powerful enough". I remember at the time I didn't care for the way she underscored "powerful", but let it pass.

This stage opportunity happened through Ned Ridgely. He was sort of a steamboat comedian - a small town barn-stormer. He was a little airy glib tongued Irisher. He had in tow a stage-struck blacksmith, Jim White, whose hands were usually as black as his hair. He was a burly old bull with an attitude that suggested he was just about to butt somebody, but in reality his looks were deceptive. He was really a good guy and how his placid easy-going nature had ever been inflamed by the histrionic torch is beyond my comprehension, but I deeply suspect Ridgely.

It seemed this blacksmith had saved the large sum of Seventy-five Dollars to get a company together. Ridgely's idea was to inflict it on the small towns around Louisville and attempt to pick up a little loose change. I was engaged as the leading man. It seemed unbelievable. Ridgely had been very frank and sought to enlighten me by telling me, "Of course, we are going out on a shoe string, but if we once get started, nobody can tell how far we might go. Look at McIntyre & Heath in "The Hamtree". They started up over a livery stable at Henderson, Kentucky. Look at them now." I had looked at them. It cost me twenty-five cents - - top gallery - - - regular

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theatre. "Sure, that's why I say, can't tell where we'll end ~~up~~. The cards tell me that this is going to be a lucky venture".

At that time I didn't know what going out on a shoe string meant, so I went around Louisville boasting about it. The star was to be the blacksmith, but after him, I had the next leading part. Our rehearsals were held in a small room behind the blacksmith shop, ~~the~~ wild histrionic shoutings being punctuated by the sound of the assistant blacksmith hammering out iron in the adjoining room.

When I announced to the family circles that I was to be an actor, poor mother took me aside and told me that great-grandfather had claimed to be a direct descendant of those Griffiths who were the reigning royal family of Wales from the Seventh to the Thirteenth Century; that during this time they had inter-married with most of the royal families of Europe; that after England conquered these Griffiths during the Thirteenth Century, we had heard but little from them. Doubtless they had committed variously assorted villanies - - but none of them were on record as having fallen so low as to become an actor. This was quite a mouthful to think over, but being seventeen, I knew it all ~~----~~ and away I went.

The name of this promising company was "The Twilight Revelers". Our first engagement was played in Jeffersonville, Indiana, a small berg just opposite Louisville. We escaped

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almost alive. We also managed to play three other hamlets, but at the fourth, a city of some nine-hundred inhabitants, we met our Waterloo. After the performance, we actors were informed by the management that the board money had run out, but if we could escape this particular house, the next town was a great place, and everything would be O. K.

The entire company attempted to leave the boarding house through a rear second floor window via a bed clothes rope. First out, I was promptly grabbed by the landlord who loomed bigger in the night than Jim Jeffries; one huge paw on my celluloid collar - he waited patiently for the others to slide down the make-shift rope. Before each one went into his or her fireman's routine, he or she would stage-whisper into the night, "Catch my valise", and down would plump a worn, scarred bag into the arms of the landlord. This majestic person waited quietly until every member had hit the ground.

The last fugitive turned out to be Ridgely, and before the landlord could open his mouth, Ridgely sized up the situation with some split-second thinking and promptly launched into a fiery line of patter about the art and glory of the stage. Ned's "oil" however, worked too well. The landlord joined the company, his idea being that he would go on with us to the next town and collect his board bill from the receipts of our performance there. It also seems he had a secret yen to walk through a stage door unmolested. Within a few weeks we had

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five landlords, carrying spears for the art and glory of the stage, plus Ned Ridgely and his blacksmith protegee, and also the board bills. Towards the last, "believe it or not", two of them even put their gold watches - biscuit-like family heirlooms - in soak to keep the show's head above water. Such a Eutopian scheme to save the theatre however, was doomed to failure.

One night several of the landlords' loving wives appeared out front instead of the much needed customers, and this dual tragedy proved too crushing a blow for Ridgely to survive, so for the first time, but by no means, the last, I was forced to beat my way back to Louisville, but now - - now - I was an actor.

Thomas Coffin Cook, the stage director, was going to put on a play right in Louisville. The play was "The District School". He gave me the role of the dunce. All I had to do, was to sit on a high stool two hours and remark once every performance, "The breeze from the lake blows chilly tonight". Boy! was I good in that part? I rather suspect I have been playing it ever since. But this show soon folded. Then I got a real part with a real company, the Meffert Stock Company. They took in real ~~dough~~ money and actually paid their actors' salaries. Their leading people were the idols of Louisville.

After matinees flocks of "gals" used to wait outside the stage door just to get a look close-to of their favorites.

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pletely into the warm oven, like Servicee's immortal Sam McGee. The Dutch baker - peace to his ashes - gave me twenty stale doughnuts. Nineteen of them I ate on the spot, making Louisville on the twentieth. Years later, I used this incident in W. C. Field's "Sallie of The Saw Dust".

In my off-and-on jungle life I had found the shabby, gentile character role that was made to order for Field's perennial McCauber. Early this sort of role was handed Charlie Chaplin, although this super-artist had brought virtually this same idea from London, where as a boy, he had studied the McCauber-like antics of "the town's soak" who daintily held gentlemen's horses for tips.

Through all this, the Lord knows how my mother felt about my meanderings. She, quite unlike her son, was not one to talk, and after all, even my being an actor, and hopping from place to place, was quite a small affair, compared to the anguish she must have suffered during my father's war adventures, but later when my first historical picture, "The Birth of A Nation", was produced, the historical societies wrote about it in such a way that mother was impressed. Well, I'll tell you about this later.

I again managed to round up enough money to pay my way back to the Rialto. In my youth I had quite a stay on the East side of New York. I had lived for some time in a flop house at the end of the Bowery, within two blocks of the Brooklyn Bridge. I

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had quite an elaborate apartment in this joint, even a thin partition between myself and another bozo. This chap was quite a drinker and used to punctuate the ill-smelling air with battle cries at night as he went through terrific imaginary struggles. This, added to the rattle, roar and bang of the elevated, and the raucous voice of the street below, was a far cry from the peaceful fields of old Kentucky.

I knew practically every foot of the Ghetto, Mulberry Bend, the Bowery and Chinatown. Rivington Street was the lively one - push-cart peddlers crying their wares. All kinds of cheap fruit and vegetables in their season - every imaginable commodity from a needle to a wedding outfit.

Italians, Greeks, Polacs, Jews, Gentiles - even Arabs and Egyptians inhabited this place. It never appeared like a <u>melting</u> pot to me. It seemed more like a <u>boiling</u> pot. Emotional, tempestuous, harrowing - a steaming, stewing pot of varied human flesh - - and the Bowery by night, I am not going to attempt to describe. That has already been done by experts, but I knew every hot spot there.

Along the street could be heard pianos banging, violins screeching, braying instruments of brass, and every popular song of the day, and every other day, getting rough treatment vocally; - gaudy women galore swinging in and out of doors of the various hot ~~parts~~ spots - the streets were some times colorful with sailors from the seven seas - searching for life - women - drinks - excite

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ment. I have often wondered if I ever passed by the place where Irving Berlin was hammering away on his inspired piano. However, I did meet several who did good things afterwards; And women - some of them very pretty young girls - well, anyhow, as pretty as most. Many more, not so young, - store-pot blondes, - also swaggering dark ones.

The flesh of the women here was of every color known. They chanted in many languages after the style of the sirens, against which Ulysses roped himself to the mast. That was one man who had the right idea. I regretted many a day that I didn't rope myself on a few occasions. These women chanted in many accents the one hymn to lust, but they sang only for money. I learned very early in life that for all busy scheming humanity, money was king - the devil king, - perhaps, but still the king

A man in those days was indeed lonely unless he had the coin. I didn't sprout up with pansies from the garden, and I like any natural young male, certainly wanted a female. Well, if nothing else, just to talk to one, but that was a hard job then, and perhaps, it still is. There were no respectable clubs or places of the kind where the two sexes could meet. I polished my shoes until they shone; brushed my suit until it also shone; set my hat on every alluring angle imaginable. I walked the streets from Rivington to 125th, but away from the places where conversation and companionship were sold, it was a tough job. I don't think I got the attention of even one lone female. Well, I

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imagine I was no Robert Taylor or Tyrone Power, so let's skip it.

I remember once I managed some how to get a little change in my pocket and visited the old Hay Market on Sixth Avenue and 27th Street. Around this neighborhood were the high class rendezvous of the tenderloin. You could look into these places any night and see the painted ladies awaiting visitors. In the Hay Market I went into a booth upstairs; of course, in the cheapest section, and I looked down on the floor below, crowded with dancers.

The lower floor and other sections were largely given up to the real spenders. I was in the beer department. A young lady of the crimson class dropped over and invited me to have a drink with her - of course, at my expense. We went into a heavy conference, the momentous result of which was O. K., for a couple of bottles of beer. This somewhat clouded her pretty face, but evidently seeing no live ones around, she accepted the peace offering. Of course, she knew that I wasn't going to put her in the wealthy class, but let it go at that.

After looking me over, she very sweetly inquired if we grew alfalfa, or plain grass, at home. I let this "sock" go right over my shoulder, but after a few sips of Dutch water, confided to her, enjoining strict confidence, that I was the son of an English Lord. Later in the evening I told her the real truth. It wasn't a lord, at all. It was a Royal Duke, and I had lived in London all my life. She took all this without a shudder. She had been

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we hams used to do our own cooking. We clubbed together. One would buy a nickel's worth of butter; another spent the like sum for bacon; another would buy a loaf of bread; another coffee. Then we would fry the bacon, it being about the most filling provender you could get for the money, and "go to it". Was the smell of this bacon cooking on the open coal good to a hungry actor?- Well, I'll say - - -

We were on the go ~~morning and night~~ every day trying to find a job. We hot-footed it every morning over to Broadway to do the rounds of the agents. They wanted a tall leading man over at Brown's Agency. Boy! I had two inch lifts all prepared. I was only five feet, eleven inches, but I made the quickest growth on record. I went up to six feet, one inch in a split second, and beat it over to Brown's. Bang, into the office, acting as magnificent as possible, playing the part as I entered. Hope made me forget the pain in my back from the high heels. The reply to my eager inquiry was, "Sorry, but you're too tall". "Why Mr. Brown, I thought you wanted a tall man". "Yes, that's so, but you're too tall for your width". What could one do? You were practically always too tall, or too short, or too thin, or too fat, but at that, it was the life.

Actors were then engaged either late in the summer or early in the fall. That is generally a perfectly gorgeous time in New York. Many crisp autumn days and that enticing street of dreams - the Rialto; youth; lifting your feet scornfully from

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the sidewalk in the crisp, clear air. Actors hurrying from agent to agent, or talking magnificently in little groups about past contracts; fascinating women - alluring femininity, swishing up and down the street. Dancing girls, singing girls, dramatic hopefuls. The perfume of their carefully gotten up enticing rigs, filled the offices. Bright eyes attempting to lure susceptible managers. Oh Boy! it was the life - it was the life.

For the older people - often disappointment, poverty, despair, but even they, as I remember, always kept at least a part of youth with hope. A good part would come tomorrow - or next week. Success would visit soon. Hope put a glow over the dinglest lodging house. Hope was over the portals of every agent's doorway. Hope was over the signs of every tavern and restaurant. Hope glamored on every street and by-way of that silly, glamorous, foolish, adventurous Rialto of New York.

At night in the old lodging place we hoped for adventure. There were some female charmers in the house. About dinner time we could hear doors opening and the thunderous sounds of dainty skirts flitting through the hall. We watched for these "pretties", hopefully trying to snare some of them, but had very little success. They would flit out of their rooms, down the hall, ignoring us entirely, or some times favor us with a passing nod. Attractive young girls I imagine could get a date somewhere for a regular dinner. Even a soda clerk could feed them better than we, so down in the basement we boys ate our bacon and some times even

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got an egg to cook with it. We drank our coffee and lied about how many women had waited outside the stage door for us in Poughkeepsie or Albany during our last engagement. We could describe them so minutely that any but our group might have believed it, but they were liars themselves. Well, we enjoyed it, trying to out-brag each other. Boy! if any actor was as good as we made ourselves out to be, what a treat the world would have. We would read lustily from our favorite parts, sing arias from our favorite opera. A hoofer of the group would show us right there on the kitchen floor how much better he could dance than George M. Cohan. Despite our troubles, I imagine there was as much joking, joshing and laughter going on among us lame-brains, as there was anywhere in the great city of New York.

There was one young girl who did come down to the basement. She was slim - pale of face - and brown of eyes. She was a little beauty. There is no doubt about it. She busied around and fixed her own poor meal. Then she would get in a corner by herself, and eat, with her face turned toward the wall. To us, she was Nannon, Helen of Troy, and Little Nell - all rolled into one. I wrote her sonnets and songs, words and music. I even slipped some of my alleged poetry under her door. In my imagination I walked mile upon mile with her, close by my side. I dreamed countless dreams of love adventures wherein she was the heroine. Her name I remember well was Catherine, but the boys always called her Cathy. Catherine seemed too remote for her. She did us a great

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Boston was a place much loved by these adventurers. Hundreds of art and music students came from all over the country to Boston. Among these were generally some admirers of the actor brood, besides the local crop of sentimental femmes. The maids in the theatres were often kept busy carrying notes from the female admirers to these actors. It was a common sight to see closed carriages parked near stage doors - - the blinds drawn down. Then you would see an actor approach one of these carriages, and only if you watched closely as the door opened, would you discover a feminine presence inside. The Don Juan would make a quick entrance, close the carriage door behind him - - and off they'd go.

I remember in St. Louis a popular matinee idol one Saturday night had made dates with seven different girls. He was evidently a cautious chap and didn't want to be left in the lurch in case some of them didn't show up. It was at a cheap hotel and also an extremely busy one, particularly on Saturday night. All his dates appeared. He was over-fed with riches and in quite a quandary. He was not exactly a Hercules, which legendary hero was supposed to have had a hundred love affairs in one evening, and the "gals" were all fighting over him. He had them planted all over the place. The waiting room, dining room, nooks of the lobby were all decorated with his admirers. How he got out of his troubles, I never learned.

I spent one Christmas week in Minneapolis. The twin cities of Minneapolis and St. Paul were famous for their beauties,

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particularly if you were a gentleman who preferred blondes. I remember distinctly one young lady there. She was nicknamed the Snow Angel and in my memory she stands out as one of the two most beautiful feminine creatures I have ever seen. She was long of limb, slender, but very full busted. She had real blonde hair, exquisite white skin, great blue eyes, shadowed with silken lashes. When any ordinarily susceptible male cast his first look on this one, it generally stopped him dead in his tracks.

We had a chap in the company who was quite poetically inclined. He was very sensitive about his height, for he was quite short, but his face greatly resembled that of Edgar Allen Poe. He had been told this and dressed and acted the part. He was always quoting poetry which got him the big razz from the boys, but it made a hit with the ladies. He had one pet verse that I remember well. He repeated this into feminine ears from Maine to the Golden Gate and generally got results.

"To hold you 'till one stilled you,
To feed you 'till one filled you,
To kiss you 'till one killed you,
Sweet lips - if love could kill".

The dirty dog slipped this into the pink ear of the Snow Maiden and stole her away. He swears on this Christmas night that she lay on a couch half the night and was so beautiful, that all he could do was to sit and gaze upon her. When he told us this, the other boys questioned, "Well, what's the idea"? He murmured in ecstatic dreamy tones, "I knew I would never see anything as beautiful as she again, and I wanted to keep that unspoiled lily in my memory, forever.

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There happens occasionally that a woman appears in the world, of such radiant loveliness that this alone is enough to make her famous; The Helens of Troy, the Nanons and the Langtrys. The other beauty to whom I have referred was Lady Diana Manners. She is now the wife of Mr. Duff Cooper who recently has been making quite a stir in English politics.

In 1917 I was making a propaganda picture for the Allies. We were taking scenes on Lady Mary Paget's country place outside London. In this picture I used a group of women from the noble families of England. In one scene Lady Diana Manners was to walk towards the camera. She wore a white evening dress of some soft, flowing material. She was "tall - divinely tall - and most divinely fair".

She was really the "daughter of a hundred earls", and unlike most, she looked the part. As she approached the camera, walking with the most exquisite grace imaginable, Bitzer who had seen worlds of beautiful women, looked up and saw her. It gave him such a shock that his hands started trembling. He stopped trying to turn the camera and just stared. I had to ask Lady Diana to repeat the scene. She did this with the sweetest grace imaginable when I explained to her the reason why she had to do it over.

* * * * * * * * *

When down to my last dime, I sold the New York World a story on Southern Cooking for Five Dollars. The editor asked for some art, so I sent a photograph of a wooden brick they used in down town New York for paving, covered with grass from Battery

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Park. This was duly published as a rare Southern dish.

After vainly trying to get a day laborer's job on the Irish-dominated-work-gangs in New York, I laboriously acquired an Irish brogue, and was soon happily scraping rust from the iron supports in the subway they were just building for Two Dollars and Twenty-five Cents per day. All this time I was staying at this theatrical lodging house and of course had to keep up a front. What a razaing I would have gotten if the actors saw me costumed as a day laborer, so I would slip out the back way every morning to don my overalls in the alley, and between honest day laboring and dishonest scribbling I managed to wile the time away.

In the mean time I had gotten on to the fact that people actually make a living by writing. I had been writing more or less all my life, but I had never been hopeful of making any money out of it, but this business of being a day laborer was also uncertain. Jobs in this line were often as hard to get as those in the theatre.

In the spring of 1907 I had finished a play called, "The Fool and The Girl". I sent it to Mr. James K. Hackett, the theatrical producer. Mr. Hackett was then vacationing at his Canadian camp where he was entertaining several New York critics. Later he told me he had read the play one night to the assembled guests. Luck gave me a momentary kiss on the

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forehead. They liked the play. He sent me a check for One Thousand Dollars. I wondered afterwards if the guests hadn't been drinking something more stimulating than spring water that encouraged them to be such a nice audience. I received the check. Stunned, I rushed pell-mell to the nearest bank, for by this time, starvation had become not only imminent, but an assured fact. Ever since the teller told me that check was good for hard cash, my eye brows have remained a quarter inch higher than they should be.

One-Thousand Dollars for putting down on paper one word after another. Boy! what an opening. I knew the world was full of words. I had seen thousands of them in the dictionary. I was going to use them all and make plenty of dough. I sent a short story to the Cosmopolitan and Mr. Perriton Maxwell, the kindly and benevolent editor, at that time paid me three cents per word for each and every word. Leslie's Weekly sent Fifteen Dollars to my charity fund for a piece of verse called, "The Wild Duck", so I made the discovery that they didn't pay much for words that rhyme.

Then I did some figuring. If one play could make One Thousand Dollars, ten plays would make Ten Thousand Dollars. I started writing on ten plays at once, but before I earned this sure-fire easy money, the rehearsal of my play began in Ford's Theatre in Washington. Mark Klaw, of Klaw & Erlanger, lent Fanny Ward to Mr. Hackett's stage director for the leading part.

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I was ejected into the alley behind the theatre for objecting to many changes in the script. Mr. Hackett only saw the last rehearsal just before the opening. He said, "Well, Griffith, they have certainly done a lot of spoiling of the play I bought, but it's too late now to do anything about it".

The opening night of "The Fool and The Girl" was something to stick in a critic's memory. The perennially youthful Miss Fanny Ward was in the lead as a sixteen-year old heroine. Briefly, the plot had to do with a beautiful but rather flighty heroine. Falling in with a street walker and a card shark, these last two worthies set our dumb Dora heroine to needling a country bumpkin who had recently fallen heir to big money. She did this by sundry sob routines; at one time extracting quite a little dough from the innocent young hero by sobbing, "My poor old mother - she has the most beautiful blue eyes in all the world - she is very ill and about to lose her happy - happy home". The denouement arrives with the rustic, asking our heroine to marry him and the surprised girl is not too astonished to refuse his offer, but now she is in a slight dilemma. She has rented so much about the love she bears her mother and the beauty of her blue eyes, she insists to her old friends that they will have to find her a mother, so that her betrothed will not feel all is not koshar.

The next scene finds the street walker indignantly chanting out over the footlights, "Say, there aint a 'blankety-blank - blue eyed mother in all San Francisco. Bellasco's got a

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pretty good one working for him over at his theatre, but she has coal black lamps. I got some damned tramp tied up downstairs, but she's a ham. I am scared she'll blow our lines in the first act".

Ninety patrons walked out, leaving the other eleven practically alone. The next morning - September 16th, 1907, the Washington critics applied the old blister and one wrote, "If this be art, it is the art of Zola, and Washington wants none of it". Of course, such advertising packed the house for the rest of the week.

Mr. Hackett wanted changes to be made in the cast before trying New York. Klaw & Erlanger refused to allow these changes and the show never reached New York, which was doubtless just as well for me. My experience in Washington worried off exactly thirty-three pounds. Had the show gone to New York - its astute critics - those acid throwers would doubtless have blistered off the rest of my poundage and that would have been the end of me. It was said to be the first damn - damn American drama.

Mr. Hackett went stone broke, but later inherited several millions and went abroad to dazzle England with a series of lavish productions.

When I landed in New York shortly after the Washington fiasco the very first thing I met was - - the old wolf. We walked familiarly together down Fourteenth Street where I wit-

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nessed my first motion picture in a nickelodeon. The only impressive thing about it was the long line waiting outside to buy tickets.

A few days later I was sitting with a skinny actor named Salter. He had a face like a funeral train. The boys called him Gloomy Gus. We were at a table in a dark corner of Three Cent John's Eating Emporium and Gloomy Gus remarked, "Why don't you try the Biograph Picture Studio - that Fourteen Street joint?" I inquired, "Do you think I'd stand a chance?" Gloomy Gus leaned forward, at the same time lifting his left hand over his eye, doubtless to shut out the sight of the grinning wolf who was sitting there with us and said, "Well, there's no harm trying. You might even sell them a scenario".

I lost no time. Very shortly I took a basket of scenarios which I had hurriedly written and accompanied by my usual attendant, the surly quadruped, I visited Walter McCutcheon, the Biograph director. I condescendingly informed Mr. McCutcheon that I was willing to give my great talents to his company as an actor. He didn't seem overwhelmed at my generosity, but took my name and said he would let me know if anything turned up.

He also took my scenarios which I offered him, and placed them on his desk; I thought at the time - rather dangerously near the waste paper basket. I told him those stories were good. I was secretly quite sure of this because most of them were borrowed from the very best authors. After receiving his

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promise to look them over, I departed. Afterwards, I did manage to pick up a Five Dollar bill occasionally.

A great wave of reform was sweeping the country side at this time. Newspapers were laying down a barrage against gambling, rum and light ladies, particularly the light ladies. You could tell how sincere the papers were by the way they were working from the ground up - in spreading the pictures of their underpinnings all over their front pages. There were campaigns against everything, so I decided to help reform the moving picture business. It was in such a low state that it only paid the best Roman-nosed actor Five Dollars per day - and a like sum for perfectly grand scenarios. I even dreamt of lifting this art up to the point where it would pay me a regular salary each and every week.

In June of that year Arthur Marvin suggested to his brother, H. M. Marvin, president of the Biograph Company, that I be made an assistant director. A few weeks later I directed my first picture, "The Adventures of Dolly". We made this epic in two days at a cost of Sixty Five Dollars. The night "The Adventures of Dolly" went into the can, I went up on the roof of my cheap hotel to watch Haley's Comet flash through the sky. Down in the street gypsy fortune tellers were predicting a new era. This has nothing at all to do with my story. I just put it in to make it worse.

When I read of the millionaire leading men and women

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of today, - when I see the statement of their income taxes - just imagine - their taxes run into hundreds of thousands, I am very much impressed with the difference between things now and twenty-six years ago in the moving picture business.

I recall my first regular leading man in 1909 and 1910. We were making "colossal" feature pictures then. They ran about six or seven minutes on the screen and their cost was up in high figures. Well, they didn't run into the millions, as now. They averaged more like about One Hundred and Fifty Dollars. I had some stories that I wanted to make into pictures, and needed a leading man to play in them. I was not satisfied with the few that happened to drop in, so I took a trip up Broadway and strolled around in front of the agencies. I was afraid to go inside. Any regular legitimate theatrical agency would have thrown me out, if I had.

I saw a chap come out of one of these places and it seemed to me at first glance, that this was just the man. He was something over six feet tall, dark, slightly waving hair, pale complexion, nice features, and had the air of being a gentleman - whatever that may mean - so I followed him down the street and got up courage to approach him. After asking his pardon for accosting him, I said, "By the way! do you happen to be an actor"? He looked at me rather quizically, and then drawled, "Well, some say 'yes', but most say 'no'." I told him apologetically that I was a moving picture director. I hesitated before I brought

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this painful fact out to the public light, knowing the great contempt in which the movies were held in that day, and then quickly added, that the pictures we were making, were different. My prospective victim drawled back at me, "Judging by the pictures I have seen, it would be a pretty good idea to make them different".

In common with all of our tribe who is solely devoted to art, he said, "How much?" I told him we were only paying five bucks per day now, but hoped soon to be able to raise the ante. He said, "With cash?" I told him, "So far - the end of each and every day". He confessed that he was still rather interested in continuing to eat, and finally we arranged that he start the very next day. His name was Arthur Johnson. I hesitatingly inquired if he had a wardrobe. Johnson said, "Sure - I've got it on. Can't you see it?" I told him his wardrobe would be alright for this next picture, and I was sure the picture would give him two whole days' work and maybe - three.

Three days was the time limit we were allowed for the making of any picture. This included writing the story, preparation and everything. The wardrobe he spoke of was a dark blue suit, slightly shiny, but well pressed and as he had very broad shoulders and a slim figure, it looked O. K. This wardrobe of Arthur's was the most photographed suit the world has ever seen. He wore it in at least twenty pictures. Later when we suggested that he get another suit of clothes, he seemed slightly surprised

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and drawled, "Why what is wrong with this one? I always has been alright".

Arthur Johnson had a great personality. He had merely to put in his appearance in any sort of an assemblage, and most everybody warmed to him. Incidentally he was quite well educated and was the son of a prominent Episcopalean minister, and I believe his like today, would be a God-send to any picture company that happened to have him on the pay roll. He was one of two people whom I have had in my employ who actually refused a raise in salary.

One chap was a philosophical Russian Jew - Abraham Schultz. Schultz, by the way, had the same kindly, charming, abstract, far-away smile as Arthur Johnson. He was a very valuable man in our development department. The camera-men were always arguing with the developers. "You ruined the film - the way you developed it". "I didn't - that's your fault. Your exposure is lousy". One would always blame it on the other. Neither would ever admit that they could be wrong. This is where Schultz came in.

One day after looking at a very poor shot on the screen, I asked Schultz what was wrong with it. Schultz, instead of blaming it on the camera-man, said, "Well, Mr. Griffith, I suppose I left it in the bath a little too long and it's over-developed." I looked at the film very carefully and the exposure is alright. I'm the one to blame. I'll try to make a better print". This attitude was so rare, and also so valuable,

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that he stayed with the company as long as I did.

When things were getting more prosperous, I said to him one day, "Schultz, we are going to give you a raise. Everybody-else is getting it, and we are going to give you one too". He replied in a casual, unconcerned voice, "I don't think I'd do that, Mr. Griffith, I am getting all the money I need. I wouldn't bother about it". He got the raise however, and afterwards I received thanks from several members of the Russian Colony (practically all the men working in my laboratory belonged to this colony), thanking me for Schultz's raise. He had given it to them. Incidentally, it is said that Trotzke was aided by this colony at one time.

Getting back to the similar refusal of Arthur Johnson for a raise, this occurred behind several mugs of beer at Luchow's famous place on Fourteenth Street in New York. I imagine I made quite a flourish of telling Arthur that we were giving him a raise. After some little thought about the matter, he said, "Well, I don't know about that. I don't think that's such a hot idea. I am making just about enough to furnish me all that I need to eat and drink, and if I got more money, I might do more of both than would be good for me. I think you had better let it stay as it is," but Arthur also got his raise, and afterwards was stolen away from the Biograph by the Lubin Company and given what was considered in that day - a <u>big</u> salary.

Talking about Art, I don't care what anybody says, be-

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lieve me, there has a lot of it gotten into the motion pictures since my beginning. I have seen this happen right with my very own eyes.

In the old days when I finally got myself a more or less steady job as a director with the old Biograph Company, my bosses saw to it that neither my name, nor that of any of the actors, ever got known to the public. The leading people in these pictures were merely known as the Biograph man, or the Biograph girl, as the case might be.

The last Biograph girl was getting cantankerous. You can't imagine how unreasonable people could be. She wanted more than Five Dollars per day - three days a week, so while the world at large, as well as the great movie industry, was in upheaval about this horrible state of affairs, a boy who ran errands and helped around the "magnificent" prop department of that day, stopped chewing gum long enough to inform me that there was a young lady who wanted to see me out in the hall. (The hall of the old brown-stone house where we were working was used as a general office.) He paused and then commented that she was certainly a good looker. After carefully trimming the raveled edges off my collar, I assumed a debonair manner and sauntered forth to meet the young lady.

The usual preliminaries over, she informed me that she was a regular actress; had been the last season with Mr. David Belasco, but that she would condescend for a short period to work in the movies. While she had been talking, I had been earnestly

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taking the young lady in. She was small - cute figure - had golden curls - creamy complexion - sparkling Irish eyes, but eyes that also had languorous capabilities.

I may have been over-optimistic in those days, but after giving her the "once-over", I didn't think that in this day of reformers, this particular young lady needed any reforming. After a pause, "Well Miss Er - ". "Miss Pickford is the name - Mary Pickford." "Miss Pickford," I continued, "I think you'll do alright. We'll take you on for a trial. We'll guarantee you three days per week at Five Dollars a day, and if we should need you any of the other days, we'll pay you Five Dollars for each extra day."

"Well, Mr. Griffit". "The name Miss Pickford is Griffith, but that's not important - skip it". She then replied, "You must realize that I'm an actress. I have had important parts with Mr. Belasco on the real stage. I'm an actress and artist. I must have Twenty-Five Dollars a week guaranteed and extra when I work extra".

Boy! when she talked about those twenty-five bucks, her eyes just gleamed. You could see art sparkling out all over her. I told her that we were going to have a conference tomorrow, and I would submit it to the board. You might say this is one of the beginnings of art.

The result of our conference was that she was hired at her own terms of twenty-five bucks. Isn't it marvelous to think

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that art, for art's sake alone, from that time on has just been rushing into the movies?

Mary's Irish got up one day about something and she told me I could say what I pleased, but that she'd be making One Hundred Dollars per week one day. In four years she was making Ten Thousand Dollars per week.

Mary had her troubles too. The bosses, after seeing her on the screen in a couple of pictures, told me to fire her - that her head was too big for her body. This made me take another look at her and I saw that there was some truth to their statement, but I figured the stuff she had inside her head would make up for this small deficiency. It took quite a lot of argument to convince the bosses that they were wrong and let me keep her on the pay roll.

Mary perhaps deserves her reputation as an astute business woman - more power to her - but she has given her fortunes particularly to her relatives, and was always intensely loyal to her family.

Mack Sennett, the famous director of comedies, was brought to me like Mary Pickford, by Bobby Haron, the boy-of-all-trades, around the place. He came into my office early one morning and confided that a strong man wanted to see me outside. I didn't understand quite how he meant this "strong" part, until he explained that he was a strong man in vaudeville, lifting weights, etc. I asked Bobby where he was. He said,

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"Why he's out on the sidewalk". I questioned, "Why doesn't he come inside?" He said, "Well, I guess from the way he talked, he had been asked out of so many places like this, he thought this time he would save himself the trouble and annoyance by staying out until he found out which way the wind blew", so I journeyed out and soon afterwards he became the Biograph's principal slap-stick comedian.

He played the leading part in one of the first of the wild slap-stick comedies under my high-brow (???) direction. In one of those babies in which he was supposed during the action of a picture to carry home a curtain pole, he stopped to imbibe on the way. He good-fellowishly invited the driver of the handsome cab to join him in refreshments. After taking on quite a load, they started home. Mack Sennett rode inside the cab with a curtain pole stretched out on each side. They took a wild zig-zag course and the ends of the curtain pole got entangled in market carts, baby carriages, etc., leaving behind a whole series of rough slap-stick gags, seemingly to the delight of the uninformed audience. Of course, this is the same Mack Sennett who afterwards became famous for his Bathing Beauty Comedies.

Johnson and Sennett were inseparable pals. They were a very contrasting pair. Johnson - tall - a nonchalant, easy air of an aristocrat. Mack Sennett had a burly bear-like figure; long gorilla arms, dropping from his terrific shoulders; a wide good natured grin on his face. Mack Sennett adored Johnson. They used

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to do a very ridiculous sketch. They would enter a hotel lobby, bar-room, restaurant, or "what-have-you", and Johnson would lead Mack Sennett in, introducing him with great gravity, as his idiot brother. He would refuse to let him have drinks, food, etc., telling many ridiculous stories about his idiot brother's actions; how he got that way, etc. Mack Sennett would act the part assigned him to the best of his ability while Johnson looked on with a quizical understanding smile on his handsome face. They took great delight in making sillies out of themselves, but seemingly, a good time was had by all.

* * * * * * * * *

In the old Biograph Studio we had one small room set apart for the men's dressing room. Between scenes the actors would spend most of their time shooting craps. Called on a set, they would drop the dice - rush out - go through a scene - then hurry back to the dice.

There was a big ex-wrestler. He weighed about two-hundred and fifty pounds. From the neck down, he was strong as an ox. I think he only had two loves in his life - craps - and Lionel Barrymore.

It was at this time that Lionel Barrymore came to the Biograph. Some years before this he had made a big hit on Broadway in his uncle, John Drew's company. He left the stage to become a painter. He had several pictures hung in the Salon

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in Paris. He proclaimed the artist's life, the most glorious in the world - with one slight exception - that you didn't eat. He got back to New York. In 1910 he visited the Biograph Studio.

Lionel Barrymore, besides being a great actor, had a brilliant mind. He could talk beautifully on most any subject under the sun, and what a sense of humour. He used to come around every morning and ask if we didn't want a fine actor to play a policeman, asserting that he could play a policeman better than any human, and in his now-famous-drawl, he'd opine if there weren't any policeman parts open, he was good in any kind of a role, so long as he got the necessary five bucks. At that time he was quite an athlete, and a great admirer of physical prowess. He would subtlely try to get Evans into conversation. He seemed to be trying to find out what in the world was going on in Evans' mind, if anything.

I met Lionel Barrymore two years ago at the Academy of Arts and Science's dinner. I hadn't seen him in years. We were all getting awards of some kind, or other; speeches, music and the usual elaborate Hollywood "going-ons". Barrymore's first remark to me was, "Do you ever see anything of Evans any more"?

Several of these actors lived in the same lodging house in which I had lived as an actor and I some times visited Johnson and Mack Sennett there, but these two were a little better off than I had been. They even had soup for

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dinner. I remember this quite well, because it was here that Johnson and Sennett one night were pulling one of their clown acts. Johnson dogmatically drawling, "The partaking of soup is a mighty affair. Never - never - should one annoy the people next door by unholy sounds when you slip it to your lips. You do not take it from the bowl like that. Among the elect, they use a spoon. Didn't you ever hear that?" "Well, I am using a spoon, ain't I?" "Well, now you are, but only after my reprimand. You take the spoon thus, holding it close to your manly bosom, gently clasped between the end of the digits. Without undue haste you push the spoon away from you into the soup. Describing a graceful art, you pull it back to your lips and let this entire act be accompanied with silence". "What do you mean? Oh rats! that's the silliest idea. If you want to bring the soup to you, why do you push it away first?" "Be not indignant young man, I mean all for the best. If you wish to earn the admiration of the audience - if you should, by any chance, ever be allowed in a first-class restaurant, you must pursue the method I've outlined for you".

Dear old Mack Sennett, when he actually did start making a little money, he reserved the very front table in the window of Jack's Restaurant - - a famous place at that time, where no inhabitant of this boarding house had ever had enough money at one time to even dare think of entering. Mack Sennett let it be known to one and all in the boarding

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house, as well as the adjoining one, that he was going to eat dinner at eight o'clock that night at the best table at Jack's, and quite a few actually strolled by the restaurant to watch Sennett eating in a first-class joint, and did he sit back and take it? While the waiters bobbed around him, he partook of everything from soup to nuts. Solomon in all his glory, was not so grand, as he.

* * * * * * * * * * * *

Photography at this time was very crude. I was told by the bosses that you must have the sun over your shoulders as you stood by the camera, so that the light would fall directly on the face of the actors to be photographed.

All scenes, whether of individuals or landscapes, must be photographed that way, but the most beautiful girl in the world photographed after this manner, got a dirty deal. In real life I would see beautiful pastural scenes, the light coming from behind in this scene. I wanted to photograph scenes for the pictures in this manner. However, the cameraman said, "It may look good to your eye, but it won't look good in the picture. The faces of the actors will be black", but I knew everything and didn't quite believe him.

I sneaked a camera out one Sunday; paid for the film myself and made a picture. I had a secret run off of this film

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after it was developed and discovered the camera man was right - the faces were black, but one day at Fort Lee, New Jersey, while we were eating in the back yard of a cheap Italian restaurant, a waiter who evidently didn't realize that we were only moving picture people, threw a white table cloth over the table. The actors were sitting across the table from me, the sun being behind them, which gave a soft glow to the landscape, and the table cloth served as a reflector to light up their faces. I took another chance and photographed several scenes, using a reflector. When I saw it on the screen, I thought it was beautiful, but the heads of the studio when they saw these scenes, complained, "You've got to cut that out. It's terrible. Why it isn't in focus. It's too dim".

It happened that when Mr. J. J. Kennedy, Vice President of the Empire State Trust Company, and holder of the dough bag for our company, who was quite a "nut" on steel engravings, saw these scenes, he said, "Why they look like steel engravings. Stick to that idea", which we did. This idea is the papa of modern lighting.

In those days when the moving pictures were more or less a lusty baby, most everyone got into the business by accident. Today when someone becomes famous, all the producing companies are after him, wildly bidding against each other, intent on getting this particular person for their own company,

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but not in the old days.

I remember one day in the early summer of 1909 going through the gloomy old hall of the Biograph Studio, when suddenly all the gloom seemed to disappear. This change in atmosphere was caused by the presence of two young girls sitting side by side on a hall bench. They were blondish and were sitting affectionately close together. I am certain that I had never seen a prettier picture. They were explaining to Bobby Haron that they were waiting for Miss Mary Pickford - "We were child actresses together". They were Lillian and Dorothy Gish. Lillian Gish had an exquisite, fragile, etherial beauty.

I read only recently Alexander Wolcott's comment on her Camille - "But in the death bed scene there was around Miss Gish a strange mystic light that was not made by any electrician." When I first saw her ~~sitting~~ in this dingy old hall, I remember well there seemed a luminous glow around her that did not come from the skylight.

As for Dorothy Gish, she made just as pretty a picture after another manner; pert - saucy - the old mischief just seemed to pop out of her, and yet with it all, she had a tender sweet charm. Dorothy was always teasing Lillian, poking fun at her. She called her even then, when they were very young, "Old Lil".

The family which included the two girls and their mother

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were devoted to each other. I know to the cynical, this last remark might sound like the drcolings of a press agent, but later when their mother was stricken ill, they spent a fortune on her in an attempt to bring her back to health, carrying her to every country in Europe to see the great specialists. For months they gave up everything-else trying to save her.

Lillian Gish had been a child actress with Mary Pickford in the old days. Then the family found a way to send her to a convent where she stayed for several years. She was now attempting a return to the stage. Both the Gish girls only played a few parts with me that summer and then, Lillian joined a company of David Belasco's. She stayed with this show for quite a while. In the mean time the Biograph had gone to California. We made pictures during the summer and early part of the winter in New York, and then moved the company to California, to get the benefit of the sunlight and change of scenery.

Miss Gish, who had always been delicate, was taken seriously ill the following winter and the kind Belasco paid her expenses to California for her health's sake. It was thought at this time that she had only a short time to live, but with her mother's care and life out of doors, she was saved. Her health improved and then she was made a reguler member of the Biograph Company.

Another member of the company at this time was

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Blanche Sweet. She had been a dancer with
Blanche Sweet had real ability. Her beauty was of the voluptious, glamorous type. She was a sensational success in Judith of Bethulia opposite Henry Walthall, the Biograph's first long picture. I took two weeks to make this picture; spent over Thirteen Thousand Dollars in my extravagances and got in bad with the bosses.

When we were working in New York we used to go out to a place called Cuddiebackville for exterior shots. It was quite a pictorial spot - a green valley set in between mountains. An old tourist hotel was there and a lake with a picturesque canal that led to the river. It was a grand place for Indian pictures. The members of the company while not working, would have lots of fun swimming, canoeing, etc. Some times on moonlit nights romance progressed.

The actors who were fearful looking warriors by day, sang love songs by night. The canoes useful by day for the old chase, now had a gentler job by night, carrying lovers. Among these were two I remember well. What a picture they made together - Mary Pickford and Owen Moore.

We always took someone along who could play the piano so we could dance in the evening. Practically everyone in the company was young and we worked and played with the buoyant spirits of youth. They were young like the business itself; happy and go-lucky, vigorous and vital - crude - but lusty.

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It was here at Cuddiebackville that the first fade or blackout was used. The pictures used to come to a sudden stop at the end of every scene. This always annoyed me, so one day I tried an experiment. I took a cigar box; had it placed in front of the camera. I had the top of the box gradually lifted before the lens, so when the scene was shown on the screen, instead of that sudden stop, it faded slightly off. The picture in which this effect was first used was the "Last of The Mohicans", with Mary Pickford and Owen Moore.

Afterwards we had a metal iris made by the local blacksmith and discarded the cigar box. Some of the studio heads did not like it. They said it used up extra film, but the idea was soon generally adopted and with the dissolve is used today in every picture you see. Had I had any common sense at all and patented these ideas, they would have been worth millions to me.

By this time the Biograph Company had become the most famous motion picture company in the world. Its stock which had been absolutely worthless a few years before, now soared. The now-powerful Biograph forced a combination with the Edison Company and was sued in 1913 by the United States Government under the laws against trust companies. The government figures showed that on a capitalization of several million dollars, they had made seventeen-hundred percent profit in one year. Boy! wouldn't any of the big companies of today like to earn one-hundreth of that percentage.

I, however, knew nothing about all this, as I was too

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busy working day and night, making the pictures. I was now earning Fifty Dollars per week and was scared to death each and every day that I would lose my job. The officials at the Fourteenth Street office would frequently telephone to Cuddiebackville about various matters concerning the film that I had just sent in. I believe my most vivid memory of that beautiful place was going to the telephone with my heart in my mouth, in fear that I was to hear the fatal news - - I was fired again Great was my relief when I found the New York office wanted to talk about the exposure we were using, or some other minor matters.

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Long before this came the close-up. The first pictures imitated the stage. The characters came on, did their bit, and went off, exactly as they do on the stage. In "The Adventures of Dolly", my first effort, we used the technique that is practically the same as is used to this day - - what is now called parallel action. It is this switching from one screen to another that gives the motion picture its breadth, speed and variety. I was told by the bosses how to take the pictures so as to get full sized figures. These figures appeared so distant, you couldn't see the actors' expressions, so I dared to make a close view - just their faces. It is now called the close-up.

Billy Bitzer, the famous camera-man of that day, refused to take this kind of a picture. He said it would throw the background out of focus. This was a puzzler. I journeyed up to the Metropolitan Museum of Art; spent quite a

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lot of time studying the works of the great painters. Rembrandt and other painters backed me up in my idea. All of them painted pictures showing only the face.

I managed to get another camera-man and we photographed the close-up. When the audience in one of the first nickelodeons saw these pictures, they stamped their disapproval. They seemed to want to know what the devil had happened to the actors' feet. However, this innovation was soon in general use. I must confess that I have seen some close-ups, particularly when they disclose the performer's tonsils, that made me wish it would have been just as well if I hadn't been so smart. It has been called to my attention that close-ups had been made before this time. This may be true, but they were not in use at this time, and I never saw or heard of them, nor did my company.

Now things started popping. The movie baby started growing up. It was getting to be a husky youngster - crude, raucous, vigorous. The Motion Picture Patents Company, of which Biograph was the head, lost its patent suits. It had held patents on production and exhibition of pictures. They had made every exhibitor pay them so much a week, just for the right to run the pictures. The combine was broken. Anybody could make pictures now. New talent - new brains - jumped in. We were receiving splendid pictures from France. The best actors in France from the Comidie Francais worked in these pictures, while in America an actor of reputation would not dare be seen in one of them. These foreign pictures were giving us real competition.

Then Adolph Zukor came on the scene. He used to come

(by Russell Merritt, Harvard)
June 13, 1966

Interview with Mrs. Evelyn Kunze
535 E. 14th St, 8th floor
8:15

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The autobiography

"I don't remember exactly when he began it or where precisely he first got the idea for writing it." He wanted to sell it to the Saturday Evening Post and it was sufficiently complete that he submitted it to the Post before he met Mr. Hart. We worked together through the Spring and Winter with it -- we began writing it in La Grange and then moved to the Brown Hotel in the winter, because Will's house had no central heating -- only the heat from the kitchen stove. When Spring came we moved back to La Grange.

D.W. dictated to a secretary and myself. "He never wrote. When he was creating, he preferred to talk. He saw things in pictures and could xxxx think better when he spoke. He also had a poor handwriting [which would help explain why his letters to close friends and relatives were also typed].

We were living in La Grange at the time -- on the first floor of the home D.W. had given to his family. [D.W. had originally bought the house for his mother, and when she died, he gave it to his brother Will and his wife Mary Duncan.] When we moved there, there were four other people in the house: D.W.'s brother Will and his wife, Myrtle Griffith, their daughter, and our cook.

The autobiography as begun in our living quarters, in the part of the home D.W. had recently renovated.

D.W. would work at the autobiography 8 to 10 hours at a time when the mood struck him. Often, he would go ~~xxkkaak~~ full stretches without food unless I would remind him. Other times he'd eat while he was dictating. He smokedincessantly and would pace back and forth, gesturing broadly with his hands, completely absorbed in what he was doing.

I remember he would dictate to me for a while, then dictate to his secretary. While he was dictating to her, I would type up my shorthand notes on the Remington portable, and then, when he was finished dictating to the secretary, we would either go over thenotes I had typed or go on to more dictation. When winter came and we moved to the Brown Hotel, we worked the same way for the same hours.

He was constantly at work and seldom satisfied with what he had done. At the time he was writing the autobiography he was also working on a number of plays and poems. I particularly remember his revising "The Wild Duck" (a poem he had published in Leslies in 1906) and working on a somewhat cynical play called "The ~~Trad~~ Treadmill" (also a play he had been working on in his pre-Biograph days). No, he was not working on any scripts for Hollywood at the time. He considered himself retired, though not completely out of touch. He had sold his rights to United Artists and sold his Mamaroneck studios. But directly after we were married he received an award as "The Best Director of the Year" and he always enjoyed talking about movies. He especially liked the work of Frank Capra and Van Dyke whom he considered his proteges.

Of course he felt disappointed, as we all do when things weren't going well, but he was never bitter x towards Hollywood. "He felt frustrated at not being able to work independently on those last films (Abraham Lincoln and The Struggle). He was used to working independently, and, under the studios, he had no chance to follow through on his ideas."

He was not supporting himself with his films. As far as I know, none of his films were giving him money at this time. His last films had been all made for studios from which he received a flat salary. No, there was no money from The Birth of a Nation. "In all the years I was with him, I never saw a financial report (from the 1933 revival). He was supporting himself through an Annuity Fund and through a little property he owned. His San Fernando ranch (bought because he thought there was oil on it) was giving him some money, but his main source of income was the Annuity Fund."

Badly directed fortunes. Was not blessed with good business advisors.

(Resisted the idea he was depressed at the time). No, particularly not then. He was anticipating the autobiography -- quite enthusiastic to get it produced. Hex was also looking forward to writing and revising his plays. He was interested in everything -- literature, music poetry. Did an enormous amount of reading at the time. (Don't remember precisely what books) The Bible and Shakespeare were the staples. Ibsen and Dickens were among his favorites at the time. Titian and Renoir were among his favorite painters. On our trip

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to California, wexx met by Renoir's son. Always interested in music.xxx He couldn't play a musical instrument, but he helped compose many of his scores. Most of BIRTH's score original and represented Griffith's work.

Took up golf for a while too. He always enjoyed swimming and swam afkxx often with his nephews and nieces in La Grange. He wasn't good at relaxing, though. "He had spent too much of his life at work and didn't learn how to relax." He was happiest when he was back working or talking with the relatives.

We had a woman who cooked for us in La Grange. He ate regularly. His favorite meals were Southern st le fried chicken, roast lamb, and pecan pie -- good southern dishes.

An erratic dresser -- somet es would go into Twifferts (sp?) and buy an elaborate wardrobe -- a little bit on the theatrical side, I'm afraid and would pay for an expensive tailor. (cf. Marg. Bridwell's acct LCJournal, 1959)

We didn't have any visitors in La Grange -- spent a great deal of our time with D.W.'s family. He loved his family very much. Sunday was the day for the big family get-togethers. 20 to 24 people -- almst entirely D.W.'s relatives -- would get together for Sunday dinner. Either they came to La Grange or we'd all go to Crestwood and visit cousin Will Oglesby or over to Shelbyville to see the Whytes (distant relatives).

Ruth and D.W. had been very close. She died before we were married. I never met her. He was closest to Will at the time (wrote regularly when they weren't together) -- he had become estranged from Albert. Will had been a small farmer in La Grange -- he was retired when we lived w/ him, but still tended

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his small garden behind the house. A great number of D.W.'s family depended on him for support -- at one point in the '30s he was supporting twenty relatives.

He was not a hail fellow well met. He could be an extremey aloof person. He was a formal person in one way, but he could also be warm and outgoing. When he was with his family or with close friends, he loved to talk -- loved to tell anecdotes of the old days. His closest friends at the time were Jimmy Smith, an old editor, Lionel Barrymore, and Van Dyke. (Did he see much of Billy Bitzer? They had a falling out in the '20s, but Billy writes of D.W. very affectionately and knowledgeably in the '30s. He mentions having met you, in fact, and how happy he was for D.W. Did he keep up with ~~any of the old Biograph crowd?~~ either Lillian Gish or Mary Pickford?)

We travelled a good deal at the time. Visited California and Oregon and then back to La Grange and then to Florida and back. No, we didn't visit New York. Lawsuits from Griffith's first wife and the Mamaroneck Company (D.W.G., Inc.) prevented us from going there. Griffith's lawyer, Ballard Clark, advised him to stay out of New York (the danger being that in N.Y. Griffith's personal holdings would be subject to the courts).

Synopsis of Scenery.

ACT I—Short's Appartments.
ACT II—Library in Ruthven's House.
ACT III—Drawing Room in Ruthven's House.
ACT IV—Same as Act Third.
Place—New York City. Time—Present.

MR. THOS. M. REYNOLDS,
The popular Comedian who will assume the Title Role.

ADVANCE COURIER.

TEMPLE THEATRE,

W. H. MEFFERT, MANAGER.

THE PRETTIEST PLAY HOUSE IN THE CITY.

Season of 1898-99.

The Meffert Stock Company

—IN—

Clean, Wholesome, High-Class Comedies and Dramas.

NOTHING TOO GOOD FOR OUR PATRONS.
THE PUBLIC DEMANDS AND WE WILL
PRODUCE ONLY
THE BEST PLAYS

...AT...

POPULAR PRICES, 10-15-25-35 Cents. NO HIGHER.

Matinee at 2:15 Daily.
Night Performances at 8:15.

Synopsis of Scenery.

ACT I—The "Lion D'Or" Inn, Paris.
ACT II—Corridor in the King's Palace.
ACT III—The "Sallyport Inn" at "Calais."
ACT IV—The Steamer "True Briton."
ACT V—Interior of the "Sallyport Inn."
ACT VI—Reception Corridor adjoining the Grand Ball Room at the Palace of King Louis XIII.
TIME 1625.

CHARLES McELHANEY,
Who will play "THE DUKE OF BUCKINGHAM."

ADVANCE COURIER.

TEMPLE THEATRE,

W. H. MEFFERT, MANAGER.

THE PRETTIEST PLAY HOUSE IN THE CITY.

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Matinee at 2:15 Daily.
Night Performances at 8:15.

Synopsis of Scenery.

ACT I—Residence of Jefferson Stockton at Menlo Park, near San Francisco.

ACT II—Normandale House, London.

ACT III—Jefferson Stockton's New York Home.

ACT IV—Same as Third Act.

"They pounced upon the stray Nobility and siezed young lords."—*Thackeray.*

PRICES.

Matinee.—Parquette and four rows in Circle, 25 cents. After fourth row in Circle, 15 cts; Balcony 10 cts.
Night—Parquette and four rows in Circle, 35 cents. After fourth row in Circle, 25 cts; Balcony 15 cts.
NO EXTRA CHARGE FOR RESERVED SEATS.

MUSICAL PROGAMME.

Special Attraction.

THE FLORENTINE QUARTETTE.

Signor Dominic Gerardi, Harpist.
Signor J. P. Giulieeno, Flute.
Signor Frank Iula, Violinist.
Signor Rink Searano, Clarionette.

In Classic and Popular Selections.

All of these players are soloists of excellent ability, and a weekly feature of our programme will be solos by Harp, Violin, Flute, and Clarionette. The management takes great pleasure in introducing this musical novelty

ADVANCE COURIER.

TEMPLE THEATRE,

W. H. MEFFERT, MANAGER.

THE PRETTIEST PLAY HOUSE IN THE CITY.

Season of 1898-99.

The Meffert Stock Company

—IN—

Clean, Wholesome, High-Class Comedies and Dramas.

NOTHING TOO GOOD FOR OUR PATRONS.
THE PUBLIC DEMANDS AND WE WILL
PRODUCE ONLY
THE BEST PLAYS

...AT...

POPULAR PRICES, 10-15-25-35 Cents. NO HIGHER.

Matinee at 2:15 Daily.
Night Performances at 8:15.

TEMPLE THEATRE.

Louisville, April 27, 1899.

To The Public:

In recalling our promises to the public at the beginning of the season to give them only wholesome plays from the pens of best dramatists, and such plays only as had been pronounced successes and were only produced heretofore at prices ranging from $1.00 to $1.50. We feel that we have kept faith with the public in every particular, and have enabled the public at large to see these plays at a price within the reach of all. In doing this, the plays produced could only be obtained by paying a very high royalty, but the public have been benefitted if we were not, and we have given them a season of pleasure.

In arranging for the final week of the season, beginning Monday, May 1st, we have decided on a comedy treat and therefore offer Mr. Nat C. Goodwin's success,

"A Gilded Fool."

Many of Mr. Goodwin's admirers think it is the best part he has ever played. Every effort will be made to stamp it a success at the Temple next week. The story is that of a young man who has fallen heir to a lot of money, spends it lavishly, but who is induced to enter a firm of bankers and brokers in New York, the senior member of which is the father of the girl he loves, the junior member being a scoundrel runs the firm almost into bankruptcy when his schemes are discovered and laid bare by the new comer in the firm.

The comedy is most delightful. The first act shows the gilded fool, Chauncey Short, endeavoring to complete his toilet before breakfast after a terrible night out with the boys. Later on his character takes a more serious turn which should show the versatility of Mr. Thomas M. Reynolds, who will play the part to excellent advantage.

Trusting you will make the final week a memorable one in the history of Stock Companies in this city by giving us the patronage this strong bill deserves.

Seats now on sale. Secure them.

Very respectfully,

WM. H. MEFFERT, M'g'r Meffert Stock Co.

Temple Theatre Program

Week Commencing Monday, May 1, 1899.

"A GILDED FOOL,"

IN FOUR ACTS.

Cast of Characters.

Chauncey Short ..... Thos. M. Reynolds
Matthew Ruthven, } Bankers and Brokers } ..... C. F. Gibney
Bannister Strange, } Bankers and Brokers } ..... Adolphe Lestina
Sophia Ruthven, wife to Ruthven ..... Ann Fairchild
Margaret Ruthven, daughter to Ruthven ..... Esther Lyon
De Peyster, son of Ruthven ..... W. N. Webb
Jack Dueah, Manager of the Philadelphia Branch of Ruthven & Company ..... Charles McElhaney
Rev. Jacob Howell who has a Mission ..... Lawrence Griffith
Miss Jessica Rood, devoted to the Heathen ..... Anna MacGregor
Nell Andrey Ruthven, her Niece ..... Verne Castro
Perkins, Valet to Short ..... Frank M. Kendrick
Morgan, Butler to Ruthven ..... Wm. Sherlock

TEMPLE THEATRE.

Louisville, April 19, 1899.

To The Public:

Having been solicited by hundreds of our patrons to repeat what the general public as well as ourselves regard as the biggest hit of the season. It was produced the week of January 4th and was the talk of the town, everybody wanted to see it, but unfortunately the weather prevented, it rained continously from Monday morning until Friday night and thus thousands who wanted to see the production were deprived the pleasure. We therefore have arranged for a reproduction for the week of April 24th, of Dumas' Greatest Romantic Play,

"The Three Guardsmen"

which is now being produced in New York by Sothern and O'Neil at the two largest theatres to standing room only.

The romantic plays seems to strike the public fancy all over the country and Europe at the present time, and as the majority of the present generation of play-goers have not had the opportunity of seeing "THE THREE GUARDSMEN" and their young friend "D'Artagman" fight their way through life into the favor of King Louis XIII. The management of the Temple have decided to surpass all former excellent productions, and to that end have arranged with Miller, Americas' greatest Costumer to furnish the costumes. It will be gorgeously mounted and a grand production is assured.

We fear the theatre-goers at large do not give it a thought, hence do not realize the immense expense incurred in putting on a big prodution like this at our small prices and the necessity of full houses at each performance in order to cover the expense. We have during the past season given to the public only the best and biggest successes in the past five years, and plays that could only be seen at high prices. We therefore are public benefactors in the sense that we give the public the opportunity of seeing these great plays at a price within the reach of every one.

Seats now on sale at the box office.

Trusting you will give us that generous support we feel we are entitled to, we are,

Very respectfully,

WM. H. MEFFERT, M'g'r Meffert Stock Co.

Temple Theatre Program

Week Commencing Monday, April 24, 1899.

"The Three Guardsmen"

By DUMAS,

As arranged by Frank Mayo and John G. Wilson.

Cast of Characters.

King Louis XIII, of France ..... Thos. M. Reynolds
Cardinal Richelieu, his Minister ..... Adolphe Lestina
D'Artagnan, a Gascon ..... Oscar Eagle
Athos, Count de Le Fere, } Of the Royal Guard } ..... Lawrence Griffith
Porthos ..... } Of the Royal Guard } ..... C. F. Gibney
Aramis ..... } Of the Royal Guard } ..... Wm. Warren
Captain de Treville ..... } Of the Royal Guard } ..... W. N. Webb
Duke of Buckingham, English Minister, Charles McElhaney
Count Rochefort, a Spy of the Cardinal's, Frederick Russell
Mons. La Tour, Commander at Calais ..... W. N. Webb
Jussac, Captain of Richelieu's Guard ..... Guy Hitner
Eustache, Le Tour's Lieutenant ..... John Gilbert
Francois, Courier to Lady de Winter ..... Wm. Hartman
Bonaceux, Host of the "Lion D'Or" ..... Frank M. Kendrick
Couchat, Tavern Keeper at Calais ..... Frank M. Kendrick
Pouchet ..... David Wilson
Jean ..... Wm. Warren
Jaques ..... Wm Sherlock
Redgate (Capt. of Buckingham's Ship) ..... John Keanan
King's Page ..... Wm. Sherlock
Anne of Austria, Queen of France ..... Esther Lyon
Constance, a Foundling, her Maid of Honor. Verne Castro
Lady de Winter, an Adventuress ..... Ann Fairchild
Mannette, Servant to Bonaceux ..... Anna MacGregor
Suzette, Niece of Pouchet ..... Kate Beebe
Court Ladies, Peasants, Etc.

TEMPLE THEATRE.

Louisville, April 12, 1899.

To The Public:

In line with our policy for the post lenten season to give the people of Louisville the best things in dramatic literature at a small cost, we have the honor to announce for the week of April 17th, an elaborate production of Bronson Howard's greatest creation, author of Shenandoah, Banker's Daughter, etc., entitled

"ARISTOCRACY"

It is a comedy in four acts, and has been pronounced by the ablest critics in the country as the greatest American play. Many of the critics of America call him the American Sardou. He enjoys the distinguished honor of being the President of the Dramatic Club of America.

"Aristocracy" enjoyed a phenomenal long and prosperous run in New York, and has been enthuiastically received in every city in the United States, all of which go to prove its great literary worth.

It has only been seen once in Louisville at the Auditorium some years ago at $1.50 per seat. This will be the first production at popular prices.

The story concerns a rich, Western man's ambition to secure for his family a position in Aristocratic society. He enters the circle of New York's 400 by first buying his way into English society, knowing that Americans are prone to accept any and everything bearing English flavor. The effects which follow cause the auditor to recall the clause in the will of "Washington." "It has always been a source of serious regret with me to see the youth of these United States sent to foreign countries."

In giving the people this great play at our popular prices we feel that we are entitled to their encouragement by a liberal patronage at each performance so that the great expense of putting on this production may be met.

Seats now on sale at Box Office.

Very respectfully,

WM. H. MEFFERT, M'g'r Meffert Stock Co.

Temple Theatre Program

Week Commencing Monday, April 17, 1899.

ARISTOCRACY

A Comedy in Four Acts,

BY

BRONSON HOWARD.

Cast of Characters.

A NEWLY-RICH FAMILY.

Jefferson Stockton ..... Oscar Eagle
Virginia Stockton ..... Ann Fairchild
Diana Stockton ..... Esther Lyon
Sheridan Stockton ..... Thos. M. Reynolds
} of San Francisco

AMERICAN ARISTOCRACY.

Mr. Hamilton Stuart Laurence ..... Lawrence Griffith
Mrs. Laurence, nee Ten Broeck (Van Kortlandt branch of family) ..... Anna MacGregor
Katherine Ten Broeck Laurence ..... Verne Castro
Stuyvesant Laurence ..... Alexander Gaden
} of New Y'k

ARISTOCRACY.

Prince Emil von Haldenwald of Vienna ..... Adolphe Lestina
Octave, Duc de Vigny-Volante, of Paris ..... C. F. Gibney
The Marquis of Normandale, of London ..... Chas. McElhaney
The Earl of Caryston-Leigh, " ..... Frank M. Kendrick
Grimthorpe ..... W. N. Webb
Martina ..... Kate Beebe

[Program Continued on Next Page.]

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REVERSE SIDE OF
PREVIOUS DOCUMENT

#8

Synopsis of Scenery.

ACT I—Sherwood's Quarters Fort Terry Mont.

ACT II—Interior of Sherwood's Quarters.

ACT III—Parade ground and Sherwood's Quarters.

ACT IV—Scene 1—Headquarters of Gen. Crook, Goose Creek Mont.
Scene 2—Col. Gray's Command on the Bluffs above the Tongue River Mont. "The Nothern Lights."

PRICES.

Matinee.—Parquette and four rows in Circle, 25 cents. After fourth row in Circle, 15 cts; Balcony 10 cts.

Night—Parquette and four rows in Circle, 35 cents. After fourth row in Circle, 25 cts; Balcony 15 cts.

NO EXTRA CHARGE FOR RESERVED SEATS.

MUSICAL PROGRAMME.

Special Attraction.

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Signor Dominic Gerardi, Harpist.
Signor J P. Giulieeno, Flute.
Signor Frank Iula, Violinist.
Signor Rink Searano, Clarionette.

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SYNOPSIS.

WHERE IS IT?
Drawing-room of a private house in London.

WHEN IS IT?
Now.

WHAT TIME IS IT?
ACT I.—A Morning.
ACT II.—A few Mornings later.
ACT III.—Another Morning.
ACT IV.—The same Morning.

GOOD MORNING!

PRICES:

Matinee—Lower Floor, 15 cts. Balcony, 10 cts.
Night—Lower Floor, 25 cts. Balcony, 15 cts.

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TEMPLE THEATRE

LOUISVILLE, KY., Nov. 17, 1898.

TO THE PUBLIC:

Still advancing in the line of high class plays that we are presenting at our Theatre we announce that for Thanksgiving week we have arranged for the first production in this city of

NORTHERN LIGHTS

By Edwin Barbour, author of "The White Squadron," etc. It was first produced two years ago at Boston and made a great hit. The late "Frank Mayo" declared it to be the greatest American play produced in 15 years.

It will be given an elaborate production. There has been no opportunity during the present season to better exhibit the personal worth of the members of the Meffert Stock Co. than will be afforded in "Northern Lights," as every part is a strong one and the play will unquestionably prove one of the biggest winners ever produced by this excellent Company. The comedy is of the best and the sentiment has not been equalled on the Temple Theatre stage this season.

Trusting you will award this production the liberal patronage that it deserves.

Very respectfully,
WM. H. MEFFERT,
M'g'r Meffert Stock Co.

D. W. GRIFFITH COLLECTION
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Temple Theatre Program

Week Commencing Monday, November 21, 1898.

"NORTHERN LIGHTS"

IN FOUR ACTS.

BY EDWIN BARBOUR, ESQ.

..CAST..

Col. Gray ..... C. F. Gibney
(In command at Fort Terry, Mont.)
Wallace Gray, ... Wm. A. Evans
(His son a deserter)
Sidney Sherwood ..... Adolphe Lestina
(Chief Surgeon at Fort Terry)
John Swiftwind ..... Oscar Eagle
(Assistant Surgeon, an educated Indian)
Lieut. Sherwood ..... Thos. M. Reynolds
(Sidney's Cousin)
Sergeant Dan Horton ..... Alex Gaden
(A Government Scout)
Elliot Barrington Higgs ..... Chas. McElhaney
(From New York)
Hugo Dare (Of Wall street) ..... W. N. Webb
Gen. Crook ..... Adolpe Lestina
Capt. Strong ..... Chas. McElhaney
Lieut. Varnum ..... William Lester
Iron Nation (A Brule Chief) ..... William Warren
Corporal of the Gaurd ..... W. N. Hayward
Post No. 1 ..... Ot. Taylor
Helen Dare (Hugo's daughter) ..... Esther Lyon
Florence Sherwood (Sidney's wife) ..... Helen Desmonde
Dorothy Dunbar, (The Little Major) ..... Kate Toncray
Starlight (An Indian girl) ..... Anna MacGregor

TEMPLE THEATRE.

LOUISVILLE, April 19, 1898.

TO THE PUBLIC:—

For the last week of the season the Management of the Meffert Stock Company take pleasure in announcing the celebrated comedy success of Mr. William Gillette, "All the Comforts of Home."

We have worked hard and earnestly during the past thirty-four weeks, and have lived up to every promise we have made to our patrons from the opening of the season.

Our productions have been unequaled in the history of Stock Companies in this city, and our prices have never varied from the original scale established by us.

We take this opportunity of thanking our patrons for their support, and assuring them that all attractions at the Temple will be as worthy in the future as it has been our effort to make them in the past.

"All the Comforts of Home" will be given in an elaborate manner, with the full strength of the company and correct scenery.

Come and laugh with us for the last time this season. We will be at home to every one all the week. Once more thanking you

Yours very respectfully,

WILLIAM H. MEFFERT,
Manager of Meffert Stock Co.,
Temple Theatre.

D. W. GRIFFITH COLLECTION
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TEMPLE THEATRE PROGRAMME

Beginning Monday Matinee, April 25th, 1898.

The most laughable comedy of the decade.
By William Gillette.

All the Comforts of Home,

Chas. Frohman's greatest success.

THE PLAYERS.

Alfred Hastings ..... Mr. T. M. Reynolds
Pettibone's Mephew.
Tom McDow ..... Miss Beatrice Ingram
A protege of Alfred's.
Theodore Bender ..... Mr. Edmund Day
A retired produce merchant.
Christopher Dabney ..... Mr. Lawrence Griffith
A broken down music teacher.
Judson Langhorn ..... Mr. Allen V. R. Patton
A young man of leisure.
Victor Smythe ..... Mr. W. N. Webster
In love with Emily Pettibone.
Mr. Egbert Pettibone ..... Mr. Geo. T. Meech
A particularly jealous man.
Augustus McSnath ..... Mr. Patton
A friend of Pettibone's youth.
Thompson ..... Mr. Harry Van Fossin
A shoedealer.
Evangeline Bender ..... Miss Lazette DuBrock
The daughter.
Fifi Oritanski ..... Miss Esther Lyon
From the Opera Comique.
Josephine Bender ..... Miss Anne MacGregor
The wife.
Emily Pettibone ..... Miss Josephine Sejournant
Pettibone's daughter.
Rosabelle Pettibone ..... Miss Lila Jeanette Howell
Pettibone's second wife.

SYNOPSIS.

ACT I.—Boudoir in Ralston's home, Regent's Park, London.
ACT II.—The Same.
ACT III.—Library at Ardleigh Court.
ACT IV.—Ante-chamber and Dining-room in Ralston's House.

(Scenery by Joseph Seifert.)

PRICES:

Matinee—Lower Floor, 15 cts. Balcony, 10 cts.
Night—Lower Floor, 25 cts. Balcony, 15 cts.

NO EXTRA CHARGE FOR RESERVED SEATS.

Musical Programme.

Special Attraction.

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SYNOPSIS.

ACT I.—Exterior of House and Factory of Mr. Deane. Noon.
ACT II.—A Garret. Home of Stephen Marler. Evening.
ACT III—Country House of Mr. Deane. Even'g.
ACT IV—Scene 1. Mrs. Bloggs' home. London. Afternoon. Scene 2. Street. Evening. Scene 3. A cellar on the bank of the Thames.
Time—The present. Place—England.

PRICES:

Matinee—Lower Floor, 15 cts. Balcony, 10 cts.
Night—Lower Floor, 25 cts. Balcony, 15 cts.

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TEMPLE THEATRE.

LOUISVILLE, February 28, 1898.

TO THE PUBLIC:—

Our offering for the week of March 7th is one that should not fail to appeal to all lovers of modern society dramas. "Jim the Penman" is the work of Sir Charles L. Young, Bart., and one of the most successful plays ever produced in this country. It enjoyed a phenomenal run on the occasion of its initial production by the Madison Square Stock Company, then under the management of Mr. A. M. Palmer in New York, and also proved itself to be one of the strongest attractions that Mr. Palmer's company had in their road repertoire.

We will have the honor of presenting it in this city for the first time at cheap prices, and it is needless to say that the production will not be lacking in any feature that will serve to make it perfect. The individual merits of each member of the Meffert Company is too well known to need any description here, or assurance that the performance will be a well acted one. The play has been cast judiciously, with but one aim in view, that of interpreting author's lines and action evenly and naturally. Strong, bright, full of intensity and exciting climaxes, "Jim the Penman" stands pre-eminent among all the modern plays of its class and will deserve your patronage.

Very respectfully,

WILLIAM H. MEFFERT,
Manager of Meffert Stock Co.,
Temple Theatre.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TEMPLE THEATRE
PROGRAMME.

Week Commencing Monday, March 7, 1898.

"JIM THE PENMAN,"

A Romance of Modern Society in Four Acts,

BY

SIR CHARLES L. YOUNG, Bart.

THE PLAYERS.

James Ralston (Jim the Penman).....Mr. Oscar Eagle
Louis Percival.....Mr. Willard Blackmore
Baron Hartfeld .....Mr. Adolphe Lestina
Captain Redwood .....Mr. Thomas Reynolds
Lord Drelincourt.....Mr. Lawrence Griffith
Jack Ralston.....Mr. Arthur Livingston
Mr. Chapstone, Q. C.....Mr. George Clare
Dr. Pettywise.....Mr. Edmund Day
Mr. Netherby, M. P. .....Mr. William Warren
Nina (Mrs. Ralston).....Miss Esther Lyon
Agnes (her daughter).....Miss Beatrice Ingram
Lady Dunscombe.....Miss Anne MacGregor
Mrs. Chapstone.....Miss Lila Jeanette Howell
Ellen.....Miss Josephine Sejournant

Time—the present day. Place—England.

TEMPLE THEATRE.

LOUISVILLE, February 8, 1898.

TO THE PUBLIC:—

Following our successful production of "The Dancing Girl" we will again cater to the prevailing desire for good, wholesome melo-drama by presenting "The Wages of Sin."

This beautiful play is considered one of the best constructed dramas of to-day, possessing a pure motive, an interesting story, fine comedy element, and exciting climaxes which are naturally developed by the action of the play. We will produce it in our usual careful style, with beautiful scenery and the full strength of our excellent company.

We point with pride to the advance we have made in our work this year, maintaining the standard of excellence in our plays, and our successful endeavors to improve every production, both in the artistic manner in which they are played and the effects that modern scenic art can invent.

Another source of great pride with us is the class of patrons that attend our performances regularly every week. They comprise the best people in Louisville, proving that our efforts to give this city a play-house where good, wholesome plays may be given by a company of able players, where women and children may attend our daily matinees without escorts, and realize that they are protected from all objectional characters or plays, have met with the success they merit.

WILLIAM H. MEFFERT,
Manager of Meffert Stock Co.,
Temple Theatre.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TEMPLE THEATRE
PROGRAMME.

Week Commencing Monday, February 14, 1898.

"THE WAGES OF SIN"

THE PLAYERS.

Rev. George Brand . . . . . Mr. Oscar Eagle
Stephen Marler . . . . . Mr. Adolphe Lestina
Mr. Deane . . . . . Mr. Edmund Day
Harry Wentworth . . . Mr. Thomas Reynolds
Ned Drummond . . . . Mr. Arthur Livingston
Judson (a policeman) . Mr. Willard Blackmore
Charles (a servant) . . . Mr. Lawrence Griffith
Ruth Hope . . . . . Miss Esther Lyon
Barbara Dale . . . Miss Lila Jeannette Howell
Mrs. Bloggs . . . . . Miss Fanny L. Burt
Julianna (Her daughter) . Miss Beatrice Ingram
Rose Deane . . . . . Miss Sara Cameron

REVERSE SIDE OF
PREVIOUS DOCUMENT

SYNOPSIS.

ACT I.—Armytage Hall. The Murder.

Three years are supposed to have elapsed between Acts I and II.

ACT II.—Scene 1.—The Armytage Arms. Scene 2.—The road to London.

ACT III—Scene 1.—Outside the Borough Police Station. Scene 2.—Boston Street Borough.

ACT IV.—Scene 1.—The Hawthornes, St. John's Wood. Scene 2.—Outside the Casual Ward. Scene 3.—The Slips, Regent's Park.

ACT V.—Scene 1.—The Borough. Scene 2.—Interior of the Police Station.

PRICES:

Matinee—Lower Floor, 15 cts. Balcony, 10 cts.
Night—Lower Floor, 25 cts. Balcony, 15 cts.

NO EXTRA CHARGE FOR RESERVED SEATS.

Musical Programme.

Special Attraction.

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THE PLAYERS.—Continued.

Adrienne, Duke D'Aubeterre's adopted daughter ..... Miss Esther Lyon
Valentine de Mornay..... Miss Beatrice Ingram
Duchesse D'Aubeterre..... Miss Fannie L. Burt
Chanoinesse of College of D'Hyeres..... Miss Lila Howell
Julie, Adrienne's maid..... Miss Adelyne Hynes

TIME.—Twelve years later.
PLACE.—France.

SYNOPSIS.

PROLOGUE. SCENE I. Jean Renaud's Home. The Eve of Fontenoy. "The Camp Follower." The assassination. SCENE II. French Camp near Montagne. After the Battle. "You have killed me, my poor child, but I love and forgive you." (A lapse of twelve years.)

ACT I. Park of the Chateau D'Aubeterre. The Convicts. "None of my shame shall shadow her life."

ACT II. Salon in the Chateau of the Duke D'Aubeterre. The Adventurer. "His Daughter!"

ACT III. The same. The necklace. "I would not denounce my father."

ACT IV. The Grand Salon in the Hotel D'Aubeterre. The Count and the Convict. "If not Justice, let me have revenge." The assassin of Madelaine.

Musical Programme.

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Signor Rink Searano, Clarionette.

In Classic and Popular Selections.

All of these players are soloists of excellent ability, and a weekly feature of our programme will be solos by Harp, Violin, Flute, and Clarionette. The management takes great pleasure in introducing this musical novelty to their patrons, and promise a treat to them in the rendering of many musical numbers during the season.

TEMPLE THEATRE.

TO THE PUBLIC:—

LOUISVILLE, January 3, 1898.

"A Celebrated Case" is our offering to the patrons of the Temple Theater next week.

This will be the first costume play we have put on this year, and in order that it shall be as elaborate a production as the high standard we have set up and maintained, we have arranged with one of the finest costumers in the United States, the celebrated Van Horn of Philadelphia to furnish the handsome dresses worn by all of the characters in the play.

"A Celebrated Case" is one of the strongest dramas that has ever been written. It is an adaptation from the French of MM. D'Ennery and Cormon and when first produced in this country it made phenomenally long runs in all the large cities in the United States.

It will be given a magnificent presentation at the Temple Theater. Everything that is necessary for a perfect performance will be specially prepared, nothing omitted that will tend to add to its beauty.

Thanking you for the past patronage and trusting for a continuance of the same,

Very respectfully,

WILLIAM H. MEFFERT,
Manager of Meffert Stock Co.,
Temple Theatre.

PRICES:

Matinee—Lower Floor, 15 cts. Balcony, 10 cts.
Night—Lower Floor, 25 cts. Balcony, 15 cts.

NO EXTRA CHARGE FOR RESERVED SEATS.

PROGRAMME—Continued.

Bilcher.....Mr. Oliver T. Fiske
Tubbs, (Landlord of Wheatsheaf), Mr. Lawrence Griffith
Gaffer Pottle.....Mr. Homer Lewis
Teddy.....Mr. Harry Martin
Inspector..... Mr. John Noble
Binks.....Mr. Thomas Reynolds
Jennings..... Mr. William Elkington
Detective..... Mr. Harry Conlon
Newsboy..... Miss Beatrice Ingram
Nellie Denver..... Miss Esther Lyon
Olive Skinner (Capt. Skinner's Wife)..... Miss Virginia Russell
Tabitha Durden..... Miss Fannie L Burt
Susy (Waitress at the Chequers)..... Miss Beatrice Ingram
Mrs. Gammage..... Miss Josephine Sejourant
Cissy { Denver's } .....Little Stella Coscaden
Ned { Children } .....Master Harry Cuscaden

Railway Officials, Passengers, School Children, etc.

SYNOPSIS.

ACT I.—Scene I.—Skittle Alley of the "Wheatsheaf."
Scene II.—Clerkenwell.
Scene III.—114 Hatton Garden (The Murder.)

ACT II.—Scene I.—Room in Denver's House.
Scene II.—London Railway Station.
Scene III.—A Country Lane.
Scene IV.—"The Chequers Inn."
Scene V.—Room in "The Chequers.."
(The Escape.)

ACT III.—Scene I.—Skinner's Villa.
Scene II.—Nellie Denver's House.
(The Return.)

ACT IV.—Scene I.—Library at Lawn Kensington Park Gardens.
Scene II —The Grange Gardenhurst.
Scene III —Outside Black Wharf at Rotharite.
Scene IV.—Coombe's Wharf. (The Revelation.)

ACT V.—Scene—The Grange.

✣ ADVANCE COURIER. ✣

TEMPLE THEATRE,

WM. H. MEFFERT, MANAGER.

THE PRETTIEST PLAY HOUSE IN THE CITY.

Season of 1897-98.

THE MEFFERT STOCK COMP.

—IN—

High-class Comedies & Comedy Dramas

Nothing too good for our patrons.

The Public demands and we will give

ONLY THE BEST PRODUCTIONS

. . AT . .

POPULAR PRICES, 10-15-25 Cents. NO HIGHER.

Matinees at 2:15 Daily. Night Performances at 8:15.

REVERSE SIDE OF PREVIOUS DOCUMENT

TEMPLE THEATRE.

LOUISVILLE, January 10, 1898.

TO THE PUBLIC:—

For the coming week the management takes great pride in announcing a magnificent production of George R. Simms' beautiful and wholesome melo-drama, the "Lights o' London." It has been many years since this excellent play has been seen in Louisville, and a proper production of it has incurred not a little expense on the part of the management of the Meffert Stock Company. Many of the scenes called for in the play, have had to be specially built and painted for the occasion, and we have kept the full force of carpenters and scenic artists employed for the past two weeks, night and day, preparing for the finest production of "Lights o' London" that has ever been given in this city.

We feel that we are now in a position where we do not have to state to our patrons that our productions merit their patronage, for the work we have done during the past season has won their confidence and approval. We have maintained the high standard set by us in the beginning of the season, and will continue to do so conscientiously, until its close. A glance at the cast will assure you of a well acted performance, for the original company has been greatly strengthened by the addition of several well known and responsible actors, specially engaged for this production.

Very respectfully,

WILLIAM H. MEFFERT,
Manager of Meffert Stock Co.,
Temple Theatre.

PROGRAMME.

Week Commencing Monday, January 17th, 1898.

"The Lights O' London,"

A strong and beautiful Melo-drama, in five Acts,

By GEORGE R. SIMMS, Esq.,

Author of "Ostler Joe," etc., etc.

THE PLAYERS.

Squire Armytage (of Armytage Hall), ... Mr. Thomas Reynolds
Harold Armytage (His son), ... Mr. Oscar Eagle
Clifford Armytage (His nephew), Mr. Willard Blackmore
Marks (Lodge Keeper of the Hall), Mr. Lawrence Griffith
Bess Marks (His daughter), ... Miss Esther Lyon
Seth Preene ..... Mr. Adolphe Lestina
Hetty Preene (His daughter), Miss Lila Jeanette Howell
Waters ..... Detectives ..... Mr. Arthur Livingston
Cutts ..... Detectives ..... Mr. William Warren
Jarvis ..... of the legitimate ..... Mr. Edmund Day
Mrs. Jarvis ..... of the legitimate ..... Miss Fanny L. Burt
Shakespeare Jarvis ..... of the legitimate ..... Miss Beatrice Ingram
Jim Howard (Of the Jarvis Temple), ... Mr. Harry Clifton
Mr. Skeffington (Solicitor), ... Mr. Lawrence Griffith
Percy De Vere, Esq ..... Mr. William Ranous
Joey (A Street Arab) ..... Little Stella Cuscaden
Philosopher Jack ..... Mr. Thomas Reynolds
Police Superintendent ..... Mr. Mathew Culver
Mr. Brown ..... Mr. Walter Vincent
Mr. Smith ..... Mr. John Masson
Trotters ..... Mr. George Clare
Porter of Casual Ward ..... Mr John Stapleton
Sal ..... Miss Josephine Sejournant
Janet ..... Miss Lydia Beaman
Hopper (A Constable) ..... Mr. Fred. Britton

Country folks, Shoppers, Park Loafers, etc.

✣ ADVANCE COURIER. ✣

TEMPLE THEATRE,

WM. H. MEFFERT, MANAGER.

THE PRETTIEST PLAY HOUSE IN THE CITY.

Season of 1897-98.

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—IN—

High-class Comedies & Comedy Dramas

Nothing too good for our patrons.

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ONLY THE BEST PRODUCTIONS

. . AT . .

POPULAR PRICES, 10-15-25 Cents. NO HIGHER.

Matinees at 2:15 Daily. Night Performances at 8:15.

PROGRAMME.

Week Commencing Monday, January 10th, 1898.

THE MEFFERT STOCK COMPANY,

In the famous romantic drama in five acts,
by MM. D'Ennery and Cormon.

"A Celebrated Case."

THE PLAYERS.—Prologue.

Jean Renaud, a soldier in the French army ..... Mr. Oscar Eagle
Count D'Aubeterre, commanding King's Own Regiment ..... Mr Adolphe Lestina
Lazare, a camp follower ..... Mr. Edmund Day
Denis O'Rourke, an Irish Sergeant in the King's Own ..... Mr. Thomas Reynolds
Coporal ..... Mr. Lawerence Griffith
The Seneschal of Montague ..... Mr. Arthur Livingston
Captain of the King's Own ..... Mr. Willard Blackmore
Madelaine Renaud, John's wife ..... Miss Esther Lyon
Adrienne Renaud, (Aged five) ..... Little Stella Cuscaden
Martha ..... Miss Lila Howell
Julie ..... Miss Adelyne Hynes

TIME.—The eve of the battle of Fontenoy.
PLACE.—France. Near the village of Montague.

THE PLAY.—Twelve Years Later.

John Renaud, condemned to the galleys for life ..... Mr. Oscar Eagle
Count de Mornay, returned from exile ..... Mr. Edmund Day
Duke D'Aubeterre, Gov. of Province ..... Mr. Adolphe Lestina
Viscount Raul de Langey, betrothed to Adrienne ..... Mr. Willard Blackmore
Denis O'Rourke, in service of Duke D'Aubeterre ..... Mr. Thomas Reynolds
The Sergeant of the Guard ..... Mr. Lawrence Griffith
Joseph, a servant ..... Mr. Arthur Livingston

TEMPLE THEATRE.

LOUISVILLE, KY., Nov. 30, 1897.

Announcement of the Finest Production of the Season.

TO THE PUBLIC:—

For the week commencing December 6th, we will present the finest production of the season in Wilson Barrett's greatest success, "THE SILVER KING."

The scenic artist of the Temple Theatre is now at work painting new scenery for this presentation which will excel anything we have done so far. The cast has been enlarged especially for the week, and Master Harry and Stella Cuscaden, two of Louisville's cleverest children have been engaged to play "Cissy" and "Ned."

This is without doubt the strongest bill which is possible for us to present, and despite the fact that the prices at the Temple are only 10, 15 and 25 cents, the production will be fully as worthy as any that could be possibly given in the higher priced houses.

Trusting to receive your patronage,
Very respectfully,

WM. H. MEFFERT, Manager,
MEFFERT STOCK COMPANY.

PRICES:

Matinee—Lower Floor, 15 cts. Balcony, 10 cts.
Night—Lower Floor, 25 cts. Balcony, 15 cts.
NO EXTRA CHARGE FOR RESERVED SEATS.

TEMPLE THEATRE

PROGRAMME.

Week commencing Monday, Dec. 6th, 1897.

Wilson Barrett's Greatest Success,

"THE SILVER KING,"

By Henry Arthur Jones and Henry Herman.

"I hold it truth with him who sings
To one clear harp in divers tones
That men may rise on stepping stones
Of their dead selves to higher things.

But who shall so forecast the years
And find in loss a gain to match?
Or reach a hand through time to catch
The far off interest of tears?"
Tennyson, "In Memoriam."

THE PLAYERS.

Wilfred Denver ..... Mr. Oscar Eagle
Daniel Jaikes (An old servant of the Denver family) ..... Mr. Willard Blackmore
Captain Herbert Skinner (Known as the Spider) ..... Mr. Adolphe Lestina
Samuel Baxter (Scotland Yard Detective) ..... Mr. Edmund Day
Elijah Combe (A marine store dealer) ..... Mr. Arthur Livingston
Harry Corkett (Clerk to Geoffrey Ware) ..... Mr. Thomas Reynolds
Cripps (A locksmith) ..... Mr. Oliver T. Fiske
Geoffrey Ware (An engineer) ..... Mr. Donald O'Lone
Frank Selwyn (Book keeper for "The Silver King") ..... Mr. Frank Harkins
Parkyn (Parish Clerk of Gaddesden) ..... Mr. Lawrence Griffith
Tremens (A tipsy passenger) ..... Mr. Chas Warner

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

REVERSE SIDE OF
PREVIOUS DOCUMENT

Old Masonic Temple, corner of Fourth and Green street

R. G. POTTER

Miss Iris Barry
Museum of Modern Art
N. Y. C.

$5.00

R. G. POTTER
1457 S. 2ND
LOUISVILLE
KY

he was unable to date this

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Billy Bitzer, Ace cameraman of the Silent Screen.
Better known in the trade as the D W Griffith cameraman famous for Birth of a Nation, and Intolerance, and for their successes as a team.
Born in Roxbury, Mass. April 21st, 1872. Son of Johann Martin and Anna Marie Schmidt Bitzer. Second child of three, two boys and an elder sister, Anna Marie. The first name of Johann was given to each son as a means of family identification. Baptized Johann Gottlieb Wilhelm he signed all papers George William, or G W, which is the name on his Boston birth certificate.
Father was a blacksmith and harness maker. Met Amma Marie on the German boat coming to this country and married shortly thereafter for ecomomic reasons thought to be a factor in man's well being if he wished to progress in this land of opportunity. It proved to be an happy marriage although the mother died when Billy was ten, and his brother Johann Carl was three. Sister Anna was two years older than Billy and quite well educated in housework, and she became the little mother. It was all sudden and shocking for the mother was ill but four days when she died of pneumonia just before Christmas. The children's schooling was limited to public schools, Sunday school and Saturday classes for the underprivileged. Later Billy attended night classes at Cooper Union and became a qualified electrical engineer, which was to later lead to his life's profession, the moving pictures.
Although the family was Lutheran, both Billy and his brother turned to Catholicism. After nearly twenty years of common-law marriage to Elinore Farrell, that marriage was disolved and in April 5th 1923 he legally married Ethel Boddy of Toledo, Ohio, and of this marriage a son, Eden Griffith Joseph Bitzer was born and baptized Catholic which eventually lead to both parents conversion.
Billy died in St Vincent's hospital, Hollywood Calif. April 29th,1944 after his eighth heart attack which had a telling history upon his health since 1938. His body was brought back to N Y. after a Solemn Mass in Blessed Sacrament R C Church in Hollywood and is buried in Cedar Grove Cemetery, Flushing N Y.

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As Cedar Grove was the Bitzer family burial grounds, it is non-sectarian, and there is no stone to mark his grave, but they are all there together sleeping under a magnolia tree. Billy was warm, good natured, personable and friendly, an extravert. He had friends everywhere and was ever welcome wherever he went, especially among the press, for he was always good for a story. He had a million of them, as the saying goes. He was never serious or ruffled, but a tireless worker who loved his work, and made it his life. Any history of the movies makes mention of his achievements and his likeness at the camera appears in most accounts. He helped assemble the highlights he so accurately remembers for the Museum of Modern Art, and Eastmen House, through his pleasant memoirs from personal experiences, knowledge and entertaining dramatizations of the actual commonplace life, giving it an amusing aspect and color.
He was 5ft 8" and weighed around 185 lbs.,brunette, good-looking, with a unlit cheroot; on his camera, in his mouth, or between his fingers,which he used as companion piece.

Mrs G W Bitzer
917 Ogden Ave
Bronx. N Y 10452
Phone: 536-0568

Filmed Grifith

First Newsreel, Close-Up, Fade-Out and Soft Focus

HOLLYWOOD, May 1 (AP).—G. W. Bitzer, pioneer motion-picture camera man who filmed most of the David Wark Griffith productions, including "Broken Blossoms," "Intolerance" and "The Birth of a Nation," died here on Saturday of a heart attack. He was seventy years old.

"King of the Camera Men"

Billy Bitzer, often called the "King of the Camera Men," was credited with filming the first newsreel and with inventing many motion-picture camera techniques, especially the close-up, and

Born in Boston, Mr. Bitzer became an electrician. He began his motion-picture career in 1896 with the Mutoscope Company, a concern that manufactured penny-in-the-slot picture machines for resorts and penny arcades. He later joined the Biograph Company and climbed the first rung to fame by filming, in the summer of 1896, the scene of William McKinley being notified that he had been nominated as the Republican candidate for the Presidency.

This scene, with some shots of Niagara Falls, a sequence of the New York Central's crack Empire State Express doing sixty miles an hour, and a Negro child in a bath tub, was exhibited in the fall of that year in the old Oscar Hammerstein Theater at Broadway and Forty-fifth Street. Mr. Bitzer recalled that the mixture was entirely successful and that the audience's applause "sounded like an explosion."

Success Led to Griffith Films

This successful venture led to the filming of the Sharkey-Jeffries fight at the Coney Island Athletic Club in 1899, then the series of full-length pictures for Mr. Griffith.

Mr. Bitzer was the first man to photograph the early stars of film dom, among them Mary Pickford, the Gish sisters, the late Henry B. Walthall and James Kirkwood. The Biograph Company had moved to California and decided to risk the staggering sum of $18,000 on a single picture, "Judith of Bethulea." The film was twice as long as Vitagraph's "The Great Train Robbery" and was an immediate success.

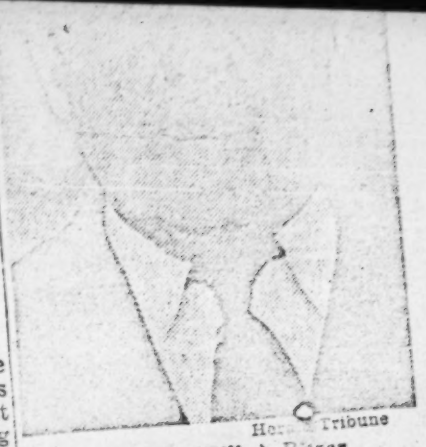
"The Birth of a Nation," "Intolerance," "Broken Blossoms" "Orphans of the Storm" "Way Down East" and hundreds of other full-length motion pictures followed, all photographed by Mr. Bitzer. All were innovations in their field, Mr. Bitzer recalled during an interview in 1936, but the best of all was "The Birth of a Nation," which was filmed in 191- and which grossed $18,000,000 by 1929.

On W. P. A. in 1936

With the advent of the talking film, Mr. Bitzer's career declined and in 1936 he was working for the Works Projects Administration in New York.

In 1940, Mr. Bitzer collapsed at a studio at 801 Second Avenue, where he was doing photographic work, and was rushed to St. Luke's Hospital, Amsterdam Avenue and 113th Street. Although he was known to have made $250,000 as his share of the profits of "The Birth of a Nation," he was found to be penniless and his hospital bills were paid by Miss Pickford.

An interview with Mrs. Bitzer, living at that time at 109 West Sixtieth Street, disclosed that Mr. Bitzer had quit working for Griffith after an argument in 1924. Mrs. Bitzer said that the fortune her husband once possessed had been gone for more than ten years because of "good times and gen-



Herald Tribune

G. W. (Billy) Bitzer

Sept 9-44

Dear Arthur

I hope the enclosed letter from Bill will help you to recover your camera. I am sorry I didn't get after Mybanen sooner, but I have not been able to take in all the details yet following Bill's death, or I would have helped you sooner. If I can be of any help please feel able to call upon me.

I see by the papers Mary Pickford comes in town

to buy "Venus" next week for N. A. I would appreciate it very much if you would tell her that I have been meaning to write her as I have several important things I would like to discuss with her before she returns to the Coast.

Thybauer's address is 154 Nassau St. (Herold Tribune Bld) and it is the Williamson Dental Lab.

Let me know how you make out, Regards Ethel

DAD, TAKE GOOD CARE OF "MOTHER
AND "YOU" AND EVERYTHING WILL
BE ALL RIGHT ALL AROUND. ALL
MY LOVE, AND BEST WISHES TO
YOU BOTH. DONT FORGET YOU
WILL HAVE "WATCH" AND RADIO" SOON
NO FOOLING.

YOUR PAL
DAD.

ETH:- AM WRITING YOU A FULL
COMPLETE LETTER OF MY DOINGS
HAVE BEEN WAITING FOR SOMETHING
DEFINITE TO WRITE ABOUT. AM
FEELING MUCH BETTER THE BODY
PAINS SEEM TO BE GONE. "KNOCK
WOOD" RECEIVED YOUR TELEGRAM
AND SUPPOSE CHECK WILL ARRIVE
IN DUE TIME. I AM GLAD IT WILL
COME. A BIG LETTER TO YOU
TOMORROW SURE. THOUGHT I WOULD
GET A LINE OFF TO DINNY WHILE
AWAITING MY PLAN DEVELOPEMENTS

BILL

DONT WORRY I THINK CALLE SOON
WILL BE GOOD FOR NINE AND VINE
CARE OF YOU TOO.

OF YOUR CHARITY
Pray for
the repose of the soul of

G. W. ("Billy") Bitzer

Born Roxbury, Mass., April 21, 1872
Died Los Angeles, Cal., ~~May~~ 29, 1944
APRIL

Received into the Catholic Church
at New York City, June 9, 1937

LET US PRAY

Absolve, we beseech Thee, O Lord, the soul of Thy servant BILLY, that being dead to this world he may live to Thee; and whatever sins he has committed through human frailty, do Thou, of Thy most merciful goodness, forgive, through Jesus Christ our Lord. Amen.

California,
Monday, Feb. 7, 44.

Dear Pal:

Received your letter and the "PRAYER".

GLAD you are feeling fine. Dont you worry one little teeny bit, about the STOPWATCH and RADIO.

DAD will sure see that you get them, and later I will write you about getting ART STEIGERS camera and things BUT FIRST LET DAD GET THE WATCH AND RADIO LET ME DO IT ALL MEIBAUER IS A FINE MAN AND I DO NOT WANT TO MIX THINGS UP. AS HE CAN GET MAD TOO. AND I WANT TO KEEP HIM AS A FRIEND. MAYBE WE CAN GET SOME MONEY OUT OF THE CAMERA PATENT. "WHO KNOWS"! EVERYTHING IS "OKEY" DOKEY WITH

NMA. F.B.

Magda

1906 (Apr. 30)

Brooklyn, N.Y.

INDEXED

THE NEW MONTAUK THEATRE

THE LIVINGSTON AMUSEMENT CO., - - - Lessees
WILLIAM H. REYNOLDS, - - - - - - President

WEEK BEGINNING MONDAY EVENING, APRIL 30, 1906.
Matinees Wednesday and Saturday.

AMERICA'S GREATEST TRAGEDIENNE,

MISS NANCE O'NEIL

Monday Evening, April 30, and Wednesday Matinee, May 2.

In Sudermann's Play, in Four Acts, entitled

MAGDA

Produced Under the Personal Direction of Mr. McKee Rankin.

Cast of Characters.

Col. Schwartze, retired.....Mr. McKee Rankin
MAGDA..... { his daughters by his first wife, ...Miss O'NEIL
Marie..... { .....Miss Claire Washington
Augusta, his wife.....Miss Clara Thompson
Hefterdinct, pastor of St. Mary's.....Mr. Lawrence Griffith
Dr. Von Keller.....Mr. Andrew Robson
Gen. Von Klebs.....Mr. Paul Scardon
Prof. Beckman.....Mr. Marlo Majeroni
Max, a lieutenant.....Mr. George Majeroni
Franziska, Augusta's sister.....Miss Peg Bloodgood
Theresa, servant to Schwartze.....Miss Sarah Snell

Scene—Home of Col. Schwartze, in the principal city of a German province.
Time—The present.
Note—No intermission between Acts I. and II.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C.

NOTICE OF INTENTION OF MARRIAGE

No. 2528

Made in accordance with Chap. 151 of the Revised Laws,
at the Office of the City Registrar of Boston.

GROOM.		BRIDE.	
Name,	David Mark Griffith	Name,	Andy Davidson Johnson
Marriage, first or more, Widowed or Divorced,	first	Marriage, first or more, Widowed or Divorced,	first
White or Colored,	White	White or Colored,	White
Place of Residence, Street and No.,	2916 Portland Ave Louisville Ky	Place of Residence, Street and No.,	San Francisco Cal. Bush & Powell St
Ward		Ward	
Age,	36 Years. Jan 26 –	Age,	27 Years. June 1 –
Occupation,	Writing	Occupation,	[illegible]
Birthplace, Town and State,	Ky. Suffolk Place Oldham Co	Birthplace, Town and State,	San Francisco Cal.
Father's Name and Birthplace,	Col. Jacob W. Griffith Virginia	Father's Name and Birthplace,	John Johnson Davidson Sweden
Mother's Maiden Name and Birthplace,	Mary Perkins ~~Griffith~~ Eggleston Shirley Hall Shirleyville, Ky	Mother's Maiden Name and Birthplace,	Augusta Davidson Davidson Sweden

Applicant, David Mark Griffith

SUFFOLK, ss. Boston, May 4 1906.

The above-named applicant David Mark Griffith of Louisville, Ky appeared, who being duly sworn, made oath that all of the above statements by him subscribed, whereof he could have knowledge were true.

Before me,

John M. Ludden
asst City Registrar
and Justice of the Peace.

21

COMMONWEALTH OF MASSACHUSETTS.

CITY OF BOSTON.—REGISTRY DEPARTMENT.

Int. No. 2028

Cert. No. 2208

Certificate of Marriage.

GROOM.		BRIDE.	
Name	David Wark Griffith	Name	Linda Arvidson Johnson
Residence	Louisville, Ky.	Residence	San Francisco, Cal.
Age 30 Color white Occupation	Writing	Age 27 Color white Occupation	at home
Birthplace	Griffith Place, Ky.	Birthplace	San Francisco, Cal.
Father's Name	Jacob W. Griffith	Father's Name	John Johnson
Mother's Maiden Name	Mary Perkins Oglesby	Mother's Maiden Name	Augusta Arvidson
No. of Marriage First Widowed	Divorced	No. of Marriage First Widowed	Divorced

The above-named persons caused notice of their intention to be joined in marriage to be entered in this Registry this fourteenth day of May 1906.

Attest: Edw. McGlenen
CITY REGISTRAR.

CERTIFICATE OF MARRIAGE.

I hereby Certify, that I joined the above-named persons in Marriage

at (city or town) Boston this fourteenth day of May 1906

Name, Charles W. Ducane (title of office), Clergyman
Minister of the Gospel, Clergyman, Priest, Rabbi, or Justice of the Peace.

Residence, No. 14 Hawthorn St. Street (city or town), ~~Boston~~ Cambridge

No alteration or erasure shall be made on this Certificate. Revised Laws, Chap. 151, Sec. 24.

Marriages.

Date	Place	no. of marriage	Names	Ages	Residence	Color
June 29th 1904	Christ Church	1st. 1st.	Daniel Spencer and Emma L. Swain	53 39	Boston – Boston –	W. W.
Jan. 11th 1905	94 Partridge Ave Somerville	1st. 1st.	Robert Daniel O'Connell Burnett & Lucy Kennamon	28 28	Boston – Somerville –	W. W.
Feb. 21st. 1905	Christ Church	1st. 1st.	William Francis Cochrane & Agnes Burns	37 32	Somerville – Somerville –	W. W.
Feb. 21st 1906	14 Hawthorn St. Cambridge	1st 2d.	William James Mc Ilroy & Emma Florence Fox	31 35	Somerville – Somerville –	W. W.
May 14th 1906	Christ Church	1st. 1st.	David Wark Griffith & Linda Arvidson Johnson	30 27	Louisville, Ky – San Francisco, Cal. –	W. W.
Oct. 31st 1907	25 Chestnut St. Boston.	1st 1st	Frederick McDonald & Annie G. Lafferty	25 23	E. Boston – E. Boston –	W. W.
Dec. 5th 1907	25 Chestnut St. Boston.	1st 1st	William Robert Crooks & Margaret MacQuarrie	28 19	Boston – Boston –	W. W.
March 22d 1913	Christ Church		Harris P. Mosher Helen A. Clark	46 42	Boston – Boston	
Saturday Aug. 15 1914	Christ Church		James McKeen Lewis Alice Gertrude Kendall	26 25	Hartford, Conn Andover, Mass.	
Wednesday October 14 1914	1044 River St. Hyde Park	1st 1st	Herbert F. Tucker Frances C. Lewis	24 24	Hyde Park. Mass Hyde Park Mass	
1915 Saturday May 8	Rectory 54 Beacon St.	1st. 1st.	George W. Douglas Nancy M. Chickering	29 22	131 St. Botolph St. Boston 362 Mass. Ave. Bos	
Wednesday May 12	Rectory 54 Beacon St.	1st. 1st.	Carl Kennison Eva M. Burnham	27 19	East Berkshire Vt. Concord. Mass.	

Place of Birth	Occupation	Parents' Names	Officiating Minister
Ypsilanti, Michigan	Salesman	Grove Spencer + Emily Wellington –	C.W. Duane,
Auburn, New York.	Secretary	David W. Swain + Sarah A. Skinner –	Rector of Christ Ch.
Boston	Clerk	David O'Connell + Margaret Ann Burnett –	C.W. Duane,
Charlestown	Dressmaker	Thomas W. Kenrana + Mary Ann Reynolds –	Rector of Christ Ch.
Providence, R.I.	Brass finisher	John Cochrane + Mary Ryan –	C.W. Duane,
Somerville, Mass.	Saleswoman	Edward Burns + Annie Stewart –	Rector of Christ Ch.
Boston	Pressman	Robert McIlhay + Mary A. Drost –	C.W. Duane,
Saugus, Mass.	At Home	James H. Barton + Mary E. Stevens –	Rector of Christ Ch.
Griffith Place, Ky.	Writing	Jacob W. Griffith + Mary Perkins Oglesby –	C.W. Duane,
San Francisco, Cal.	At home	John Johnson + Augusta Arvidson –	Rector of Christ Ch.
Nova Scotia	Telephone Inspector	Alexander McDonald + Mary Cordeau –	C.W. Duane
Boston, Mass.	Saleswoman	Michael Lafferty + Mary Douglass –	Rector of Christ Ch.
Scotland	Porter	John + Agnes Whiteford –	C.W. Duane,
Souris, P.E.I.	at home	John A. + Jessie Ferguson –	Rector of Christ Ch.
Woodford, Maine	Physician	Andrew J. + Julia H. (Woodford) Mosher	Edward T. Sullivan
Bury, England	at home	Richard + Ellen Rothwell	Rector of Trinity Church Newton Centre
Morristown, N.J.	Fire Insurance	Charlton J. + Margaret H. [P. Sherrard] Lewis	Edward T. Sullivan
Andover, Mass	Librarian	Frank H.E. + Mary E. [Holt] Kendall	Rector Trinity Church Newton Centre
Jamaica Plain	Clerk	Joseph H. + Georgeanna Olin	
Boothbay Maine		Geo. B. + Caroline Robinson	Wm. Herbert Dewart
Middle Falls N.Y.	Salesman	Jas Douglass + Mary Campbell	
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"A FOOL AND A GIRL"

A PLAY IN A PROLOGUE AND FOUR ACTS

BY

DAVID WARK GRIFFITH

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Copyright Washington,D.C.
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AUTHOR'S NOTE:

In San Francisco practically every restaurante there, good, bad or indifferent, has the curtained boxes exactly similar to those called for in this play, and they are, therefore, not typical of any particular class of resort, as in the East.

PERSONS IN THE PLAY

ALBERT HOLLY	An Idealist			
EFFIE TUCKER (Freshy)	A Materialist			
EVANGELINE TUCKER (Shorty)	"	"		
MAKE DEHOTA	"	"		
H. LOUISE MARTINIQUE (Skinny)	"	"		
J. WALDEN (Zimy)	"	"		
B. MILTON (Billy)	"	"		
STEWART OF "BULL PUP CAFE"	"	"		
LADY	"	"		
LADY'S HUSBAND	"	"		
LAST ROSE OF SUM-HER	"	"	Also a Voice	
DUTCHY	"	"	"	" Waiter
SLOW WAITER	"	"	"	" "
WILLIAMS	"	"	"	" Hop-picker.
JONES	"	"	"	" " "
DE ELLIS	"	"	"	" Mexican who sings
MR. BENTLY	"	"	"	" Clerk
REV. EMERSON JOHNSON	"	"	"	" MINISTER
POLICE OFFICER	"	"		
LIZA	"	"	"	" Janitress
MRS. KELLY	"	"	"	" Mother
MRS. MINK	"	"	"	" Hop-picker
REDDY	AN Idealist	"	"	Child

Also Mexicans, Indians, Hop Pickers, Dancers and Singers.

TIME: Present

Between	Prologue	and	Act I	.....	one week	elapses.	
"	Act I	"	" II	.....	"	"	"
"	Act II	"	" III	.....	two days		"
"	Act III	"	" IV	.....	seven years		"

PLACE:

Prologue, "Bull Pup Cafe" , San Francisco, California.

Act I, Mission San Jose, Niles Canyon, California.

Act II, " " " " " "

Act III, "Buena Vista" Hotel, San Francisco, California.

Act IV, San Gabriel Hand Lanndry, Los Angeles, California.

PROLOGUE:

To be played with rapidity, and as full of life and brightness as possible, not alone for its own effect, but as a contrast, to the hazy, languorous atmosphere of the Old Mission Scenes.

All music used in the action of the play is in our possession; the Mexican Folk songs used in Acts II and III being selected from over a repetory of over three hundred unwritten Folk Songs of Old Spain and Mexico - by kindness of a Mexican family of musicians now in the City of Mexico, - songs, for their wonderful sensuous beauty, in our opinion, not equalled by any similar music in the entire world.

Dances and figures, while of Spanish origin, are now thoroughly Mexicanized. All of this, though it seems hardly credible, entirely new to the American stage AT PRESENT.

PROLOGUE:

Private Dining Rooms of the "Bull Pup Cafe", San Francisco. There is a general entrance, making a narrow hallway down stage L.C., on each side of which are boxes done in plain, dark wood, with wine colored curtains over doorways leading into boxes. Center hall is supposed to lead off into main dining room. Upper stage R.C. small table where dissipated elderly gentleman is seated.

Box 1 is decorated with ballet posters in striking colors, photographs of actresses and other celebrities, covering practically entire wall surface. Large uncovered table C. 4 chairs. Small table R.U. with 2 chairs. Long Mirror wall R. Folding doors between boxes 1 and 3.
Above hallway at back is ornate balcony for orchestra. Only three of the musicians are seen, Bass Viol, Violin and Harp. The Bass Viol player is exceedingly abdominous, with exaggerated Dutch pompadour. He works in a businesslike manner. Violinist, - light hair, mustache turned up stiffly at ends. Harpist, - smooth face, pale, rather long, dark hair, - Italian.

At rise of curtain, orchestra is playing brightly. Scene full of life and action. WAITERS with steaming platters go to and fro.

TWO MEN AND TWO WOMEN, very fashionably dressed, exit from box 3, into hallway. Gentlemen arranges one lady's coat. They exit R.U.

TWO ELDERLY GENTLEMEN cross stage in back from R. to L. Stop WAITER C., gets light for his cigar. Exit L.U.

A SLOW WAITER, rather fleshy, middle aged, bald-headed, pale, very innocent and meek expression. Walks with exaggerated slowness and affectation of dignity. As he gets C., drops napkin which he then picks up in same slow dignified manner.

DUTCHY:

(He is medium height, rather stout, red-cheeked, pompadour, close cut hair with high, rather heavy eyebrows arched in the middle to give his face an inquiring expression.)

(Enters box L. 2., sets tray down on table, singing to the air played by the orchestra, with German accent.)

Oh, where, oh where, hast mine little dog gone.

VOICES FROM BOX:

Stop that singing. -- Cut it out!

(DUTCHY goes on piling dishes and repeats song in low tone of voice.)

(Middle-aged MAN and WOMAN enter L.C. MAN opens curtains box 2. They are middle class, dressed well in quiet tast, married looking.)

(Following scene played with rapidity.)

GENTLEMEN:

(In brusk, satisfied manner.)

Ah, this is all right, fine!

LADY:

(Entering quickly, - nervously.)

No, I don't like this at all, too small.

DUTCHY:
(Opening curtain, indicating box 1 across hall.)
Dere is anodder one over here. Would you?

GENTLEMAN:
(Entering other box.)
Oh, this is the one. This is all right. Come in, dear.

LADY:
(Entering box)
Oh, no, - this is too big.

GENTLEMAN:
Yes, it is big, isn't it?
(To Waiter, both coming back to box 2.)
These all the rooms you have?

DUTCHY:
I'm sorry, sir, dat iss all. Very nice rooms, sir, would you?

GENTLEMAN:
Well, Annie, what do you say about it? Is it all right?

LADY:
Well, what do you say about it?

GENTLEMAN:
Oh, I leave it to you. I'm satisfied.

LADY:
Oh, well, I think I'll take the other room.
(Goes to curtains, stops.)
No, I guess this one will be all right.
(Sits down.)
I only want a sandwich anyhow.

(WOMAN'S VOICE, off stage, supposed to be in box 6, singing, very sharp and off key - "TIS THE LAST ROSE OF SUM-HER", - breaks on top note.)

VOICES OFF:
No! No! Cut it out - Drown it!

LADY:
Gracious goodness, what a fearfully noisy place this is.

GENTLEMAN:
Well, dear, we had better hurry. Only got a few minutes.

LADY:
I'm sure I don't know what kind of a sandwich I want. Oh, this terrible chair! I can't sit in it. I think we had better take the other room after all.
(Get up, crosses hall, looks in other room quickly and nervously.)
No, I don't think I want anything anyhow. Come on, let's go home.
(Starts out, GENTLEMAN FOLLOWING HER.)

GENTLEMAN:
Well, dear, if that was all you wanted, this isn't the way to do.

LADY:
Well, I don't care.
(BOTH exit L.C., talking as they go.)

DUTCHY:
(Follows up stage, looking off after them.)
Good-bye.
(Exit R.U.)

(SLOW WAITER crosses L. to R. As he gets near R., he drops his napkin, looks at it a moment, then with exaggerated slowness and gravity, picks it up, and puts it over his arm.)

(Curtains open between Boxes 1 and 3. FOUR YOUNG MEN enter from box 3 to 1. Dressed in height of fashion and affecting effeminate manners. ROBERT preceeding the others.)

ROBERT:

(Airily)
Oh, Charley, you forgot the bonbons.

CHARLIE:

(In drawling voice)
Gracious goodness, I just knew i'd leave those foolish things.

(WOMAN'S VOICE, as before, singing, "Tis the Last Rose of Sum-Her.")

OMNES:

Cut it out. Forget it.

JIMMY:

Oh, heavens, I'll never come to this place again as long as I live. The noise is enough to drive one wild.

CHARLIE:

(Opening curtains into hall.)
Come on, children, let's get out of this place. Where has that foolish waiter gone to?
(Puts money down on table.)

ROBERT:

(In amazement)
Charlie Ice, did you give that waiter all that money? You'll need that some day.

CHARLIE:

(Recklessly)
Well, I don't care, - you can't be a stingy old thing. When you're a sport, be a sport.

JIMMY:

(Up stage, in hallway singing.)
I don't like no cheap man
Spend his money on the installment plan.

(ALL exit, laughing and talking, L.U.)

(TWO WAITERS cross R. to L. with empty trays, - very rapidly - ONE WAITER with steaming platter crosses L. to R. Then Slow-WAITER crosses R. to L. As he gets C., drops his napkin. Bus. as before.)

DUTCHY:

(Enters Box 1. Picks up money.)

Ten cents for mine, it is a red autermobeel.

(Exit singing sadly, "Oh, where, oh where hast mine little dog gone," etc. Enters Box 2, tips chairs against table as though reserving it for Customer, and exits up hallway.)

(Orchestra starts up, "There'll be a hot time in the old town tonight.")

(Enter L.U. MAGGIE SMITH, known as "SKINNY". Looks calmly up and down the dining room, up stage, turns, strolls down hallway, down stage. She is dressed in black spangled long trail dress, a little out of style, with a large hat of purple chiffon, set a little on one side of her head. She has very red hair, fluffed in exaggerated manner around her face. Very highly made up. Is awkward and angular and affects a haughty superior manner. She is followed closely by EVANGELINE TUCKER, known as "SHORTY". She is dressed in cherry colored tight fitting walking suit, very short skirt, extremely high-heeled shoes with red heels and big bows. She is very plump and her dress fits her close about the hips, and which she mo moves as she walks in the exaggerated, hip swaying fashion. A very large hat, black with four immense ostrich feathers of white turning into vivid crimson at ends. Comes down stage. Opens curtains, box 1, calls up L.U. SKINNY and EVA both about thirty years of age.)

EVANGELINE:

Com on Freshy, what's the matter with you, come on, will you?

(EFFIE TUCKER, generally known as "FRESHIE" -- OFF STAGE.)

EFFIE:

All right, wait a minute. I'm losin' my stockin'.

EVA:
Oh, don't mind that. Hurry, will you?

EFFIE:
Oh, I'm comin'.

EVA:
Well, get a move on you.

(Orchestra is still playing brightly.)

(EFFIE TUCKER enters L.U. She is dressed in automobile costume, with longlight coat and auto veils. She is very bright, full of good nature and sparkling with life, - with a sweet, fresh beauty belonging to eighteen or twenty. In Spite of words, preserving throughout a natural tone of sweetness.)

EFFIE:
(Calling loudly and gaily to old man sitting at table R.U.)
Hello, popsey, how's the old rooster tonight?

(WAITER sets down large mug of beer in front of gentleman. As OLD MAN starts to take beer, EFFIE snatches it up with one hand. With the other, lifts the old MAN from his seat, and dances with him down C.)

EFFIE:
(Calling up to musicians in balcony.)
Come on, Fatty, play something lively, what is this? Kiddo, you're asleep. Wake up, wake up, Bill, where do you think you're at? This ain't Philadelphia.

(THE MUSICIANS smile down upon her and liven up as she dances down to the first box.)
Well, Popsey, you dance as gracefully as an elephant.

(He makes motion to take beer which EFFIE still holds.)
No, this is for me, I'm dry as an ash barrel.
(Takes drink.)
(Turns glass upside down, puts it in his hand, pushes him up stage, he falls into chair.) KAZZOOZLES BILL, Kazoozles.

EVA:
(At Kiddo's entrance to box.)
Well, Freshy, you're the limit, come on.

EFFIE:
Oh, wait a minute.

EVA:
Well, what's the trouble now?

EFFIE:
(Whispering.)
I want to see who's on deck tonight.
(Tiptoes up to Box 5, looks around and then looks in between curtains. At this, there is a loud angry exclamation from inside box.)

EFFIE:
(Sweetly, and with exaggerated politeness.)
Oh, I beg your pardon, so sorry.
(Closes curtains. Repeats this at the up stage boxes 4 and 6.)

EVA:
Aw, cut out that rubbering and come on.
(Enters Box 1.)

EFFIE:
Guess who's in the last box on this side. Gussie, yes, Gussie, with a sunstroke blonde.

EVA:
Well, my God, what do you think of that?

(In this scene care must be taken to get that natural, careless, slurring personal note, a feature of this class of women. While common, free from too much harshness or coarseness, merely breezy good-nature and over-flowing animal spirits.)

EFFIE:

(Half singing)
Yes, Gussie, Gussie, Fussie Gussie, he's deserted me, deserted me!
(Jumping up and down in mock agony)
Gussie, Gussie, False, False Gussie, Fussie Gussie.
(Throws herself in chair back of table.)

SKINNY:

(Loud, brainless tone)
Touch the button. I want a drink.

EFFIE:

(Jumping up and sitting on table.)
Me, too, Bill.
(Puts her toe against button as she sits on table, smoothes out her eyebrows.)
We'll send one in to Gussie, False, False, Gussie, Fussie Gussie.

EVA:

((Who has been wiping her face in mirror in wall R.)
Cut it out! Cut it out!

EFFIE:

(Picks up fork, lightly tapping on table in time.)
Gussie, Gussie, False, False Gussie!

EVA:

(In louder tone.)
CUT IT OUT! CUT IT OUT!

EFFIE:

(Same Bus.)
Gussie, Gussie, False False Gussie, Fussie Gussie!

EVA:

(Takes up water bottle, holds it above her head in threatening attitude - very loud.)

CUT IT OUT, I say!

(EFFIE stops in the middle of her speech with pretense of fear, watching EVA as she slowly turns back to mirror, dropping the water bottle at the same time. As EVA gets back to mirror, EFFIE whispers at her.)

EFFIE

(Whispering, repeating bus. with fork.)
Gussie, Gussie, False, False Gussie, Fussie Gussie!
(DUTCHY knocks at door.)

EFFIE, EVA & SKYNNY:

Come in!

(DUTCHY enters box)

SKINNY:

Aw, it's a new one!

EVA:

Hello, Dutchy, waht you doin' here.

EFFIE:

Aw, mama, ain't he cute?

DUTCHY:

(Stands with knowing grin on face at curtains.)
Oh, I left Zinkys. What ist the word? Would you?

EVA:

Bring me a cocktail, -- Manhattan.

EFFIE:

(Singing to tune of "Only A Pansy Blossom.")
Only a Bourbon highball,
But make it good and tall.

SKINNY:
I don't know what I want. Can't somebody tell me something good. Aw, bring me a Vichy.

EFFIE:
(Singing)
For she's on the water wagon now - - -

EVA:
(Disgustedly.)
Say, cut that squawking, won't you? Bring her the same as mine.

DUTCHY:
Sure, tank you, much oblige.
(Exits.)

EVA:
(Confidentially.)
Now, look a here, Skinny, of course it ain't none of my business, but you take a tip from me, -- a little advice from mama. I'll put you wise to a thing or two.

SKINNY:
Why, sure, go as far as you like.

EVA:
Now this bunco business is an artistic business kid. You're all wrong. Now this running around and boozing up and igniting the festive cigarette and conning the men along, that may be a part of the game, - but that's as far as you want to go.

EFFIE.
Ain't it the truth.

EVA:
It's just a business like any other, buncoing -- just a little mor exciting.

EFFIE:
Don'T make much of a hit with me, it's too uncertain. Take it from me, kid, we'll get ours some day.

(During this conversation, the THREE GIRLS busy themselves primping; SKINNY unbuttons gloves; EVA puts shoe on chair and ties bow on shoes; EFFIE before mirror adjusting hat.)

EVA:
Nixie, nothing doing, we'll never go it that strong.
(With indignation)
Bum business, well, - I like that. It's the only business. All business is bunco. You see the guy behind the counter with dust in the sugar, and sawdust in the hurry-up food, and selling bum calicoes that cost him ten cents, to women that don't know nothing, - for sixty-nince cents marked down from a dollar and a quarter. Bunco! Look at Wall Street. Look at all them rich guys in any old kind of business, - bunco, don't be ashamed of your profesh, kid, it's the best on earth, only don't get seen.

EFFIE:
Say, soft on the strong voice there, this ain't no sermon you're preaching you know. Keep it low, somebody'll hear you.

EVA:
Let 'em hear as long as they can't prove nothing.

SKINNY:
(Very marked, spaced.)
Well, Ef's got me skinned.
(Speaking to Ef.)
Say, you sure are a wonder. I don't see how you go on and kid the men along like you do, and then always draw the line at just the right place. You must have a disposition like a snow-storm.

EVA:
Sure. Did you ever see a man running after a street car after he'd caught it? There you got the whole thing. But Effs got the icy heart alright. All of them look alike to her.

EFFIE:

Sure, 'cause I'm dead wise to 'em.
(With disgust)
Men aw all alike. I never set eyes on a one of them that I'd give a chance to say anything about me, nixie, - none of them, not on your life.

(Enter BILLand ZIMY in hallway. They are dressed exactly alike in the height of fashion, grey derby hats, with black bands, light grey spats, bright red neckties, grey cuffs and shirts to match, black bows in cuffs, white handkerchiefs with purple borders in sleeves. They stop waiter in Hallyway C.)

EFFIE:

(Singing softly)
I was drunk last night, dear mother,
I was drunker the night before,
And if I ever get sober,
I'm going to get drunk some more.

BILL:

(Outside in hallway)
Say, Dutchy, have you seen the girls tonight? Oh, here they are.
(Going to box)

SKINNY:

That's them.

EFFIE:

(To two men.)
Hello, Kiddoes, how are the kazoozles?

BILL:

Hello, Freshy, how's Trix?

ZIMY:

Well, Freshy Headlight, where did you get that rig?

BILL:
Are the other kiddoes with you?

EFFIE:
Sure Mike, the're inside. Think I'm on a lonely booze?

(BILL AND ZIMY enter box.)

BILL:
Hello, girls, how are you?

ZIMY:
Here we are, all fine and dandy.

EFFIE:
Take it from me, kiddoes, you surely do look good.
(ALL shakes hands and effusive greetings.)

SKINNY:
We was just alkin' 'bout chur. Take a chair. Nuthin' extra fur sittin".

BILL:
(Stanidng by Eva's side, looking down on her with one arm around her neck.)
Shorty, I loves you well. Stick by me, kiddo, I like to have you around.
(Gives her a kiss.)

(Woman's voice as before heard singing "Tis The Last Rose Of Sum-her.")

EVA:
(Getting up from chair.)
Break it off!

ZIMY:

Drown it! Drown it!

EFFIE:

Get an axe!

(DUTCHY enters. EFFIE L. of table, EVA back of table, ZIMY chair R. SKINNY AND BILL small table corner.).

EFFIE:

Come in, Fatty.

EVA:

(Kiddingly.)
Where have you been, Dutchy, taking a walk? Where's my drink?

EFFIE:

When did you get back, sauerkraut, I thought you'd fallen off the band wagon.
)WLL three speeches simultaneous.)

SKINNY:

Aw, let him alone. Now you can bring the drinks all around.

EFFIE:

(Singing, beating time with fork.)
Dutchy, Dutchy, bring me a quart or two -
(Tune "Bicycle Built For Two.")

OMNES:

For Heaven's sake, shut up, keep still, will you?

BILL:

Get us something to drink.

DUTCHY:

I am waiting gentlemen, - would you?

BILL:

Gin Fizz for mine.

ZIMY:

Martine.

DUTCHY:

Tank you! Much oblige.
(EXIT)

EVA:

Where's Henry tonight? Ain't he coming at all?

BILL:

No, he's busy tonight, and couldn't get off!

EVA:

WEll, my God, what do you think of that?

SKINNY:

Well, did you ever!

EFFIE:

Ain't it the limit.

ZIMY:

I got you another one though. Oh, I got you a great catch. From the backwoods somewhere down South. First time, he's ever been away from ~~xxxxxx~~x mama's apron strings. He's just fell in with a bunch of money as would choke an ostrich, and he's as innocent as ----

EFFIE:

Well, Billy Kazoozles, what do you think of that?

ZIMY

He's apt to show up at any time, and, kiddoes, I want you to put your best foot forward, and don't use no bum language cause he ain't used to it.

BILL

Say, we just met him awhile ago, and had a drink

ZIMY:

Say, one highball gets him funny. He tells the story of his life, so we told him to meet us down here. He's never been away from mam before, and he wants to see if it's as bad as they tell. Girls, he'll give you the time of your life. Money? He eats it, and say, he wants me to go with him to the Hop Fields tomorrow. His whiskered baby left him a few thousand acres of Hop Ranch. He's going up there to look it over. You know the picking picnics are on now and he's got some crazy notion that's interesting. Wouldn't that jar you? Chance for some one of you dames to go up, I can't.

EVA:

I'll go if he's got money.

SKINNY

Well, did you ever!

(MIKE enters from Box 4, meets DUTCHY, bringing drinks from R.Y. MIKE IS very flashily dressed, wears a large diamond and swings a cane. MIKE gives DUTCHY a card, and walks up and down the hallway. DUTCHY knocks at Box 1.)

OMNES:

Come in!

(DUTCHY enters and sets tray down)

EVA:

So we get our booze at last!

EFFIE:

It's about time. Highball was mine!
(THEY Take up drinks as they speak)

DUTCHY

(To EFFIE, giving her card.)
Here is some one waiting for you, miss.
(Puts drinks on table, takes up tray and exits)

SKINNY

Oh, my, kiddo's got a mash!

EVA:

Well, what do you think of that?

EFFIE:

(Rising quickly, starting to curtains)
Skuze me, I'm so sorry!

SKINNY:

Aw, that's alright. Don't mind us.

BILL:

Coming back soon?

EFFIE:

Sure, Mike, just going to see a friend on some business. Oh! I forgot the booze.
(TAKES up glass.)
Here's how!
(Takes drink)
Say kiddo, keep this until I call for it.
(Kisses Bill.)
Ta ta!

(THEY ALL fix curtains and peek out to watch EFFIE)

EFFIE:

(IN hall)

Well, Mike, how goes it?

MIKE:

Kazoozles. Say, me friends in here is dippy to meet you. Can youse come?

EFFIE:
Sure, Bill, next in a minute. Where is it?

MIKE:
(Rapidly)
Right you are, kidkins.
(Calls.)
Into the big show here!
(Opens curtains box 4)

(Chorus of welcome from inside box as EFFIE enters)

EVA:
(After exit of EFFIE.)
Well, what do you think of that?

SKINNY:
Did you ever?

BILL:
Why, she shook us. I don't think I like this business much.

EVA:
Aw, forget it, kidkins, she's comin' back. It's Mike, - he's a cousin of ours. Got a friend or somethin' as wants to meet her. Drink up and forget it, Bill.

ZIMY:
Cert. I'm on.
(ZIMY takes up drink)

EVA:
Aw, I heard a peach of a toast today. The loveliest thing you ever seen.

(ALBERT enters hallway with DUTCHY)

ZIMY:

O, river, how you splash!
(Slapping her on wrist)

(DUTCHY knocks)

OMNES:

Come in!

EVA:
(affected dramatic tone, going on with toast.)
Once upon a curbin sittin'
While the summer lights was flittin'
I seen a doggie that was bitten --
(DUTCHY looksup in astonishment)

ZIMY:
(To EVA)
Cut it out, forget the pup! What is it, Dutchy, what's the trouble now?

DUTCHY:

Dere iss a gentleman ---

BILL:
(Seeing ALBERT through curtains.)

There you are, come right in.

(ALBERT enters. He is very young, unsophisticated youth, pale face, slender, very well dressed, though a little old fashioned, wears a soft hat. His hair, which should be parted on one side, and is very much longer than is fashionable at the present day, is full over the ears and at the back. He speaks with a very slight accent or none at all, merely a little softness in the voice, very slight slurring of r's, "mysef", instead of "myself", a certain old-fashioned precision of speech, marking him different from that ordinary fairly educated man of the streets. He is now somewhat under the influence of liquor which makes him act with an overly gracious manner and speak in measured tones.)

ZIMY:
I want you to meet me friends. These are the dames I was telling you about last night.
(With grand air.)
Miss Marie Antoinette Margaret del Monte,
(EVANGELINE BOWS.)
Miss Harriet Louise Martinique.
(SKINNY bows.)
Ladies, this is Mr. Molly of Kentucky.

ALBERT:
(L. of table)
No, no, pardon me. You are mistaken in the name, sir -- It's not "Molly" at all, sir, Holly -- HOLLY.

ZIMY
Oh, forget it, Bill. This ain't no confession. We ain't tellin' our real names.

EVA:
HOLLY, aw yes, Holly from Kentucky. I've heard the name often Kaintuk, - where all the booze comes from.

ZIMY:
Say Kaintuck, we were just having a toast when you broke in.

ALBERT:
I am sorry if -- if I interrupted.

BILL:
No, not at all, comed We saw last night that you were a great hand at that sort of stuff. Give us one yourself.

ZIMY:
Yes, have some booze, and let her out, Kaintuk.

ALBERT:
No, sir, thank you very much, sir, - I've had two already, sir. I'm not much used to drinking if I am from Kentucky.

ZIMY:
Two drinks - O devils, how you flirt!

ALBERT:
(Looking at him calmly, with the same gravity.)
Thank you very much. I repeat, sir, thank you very much.
(Bows)
I must confess they have affected me slightly. Ladies and gentlemen, you will pardon me, I know, but do you know, I feel, - I feel like, - like - singing - you - a - song.

ZIMY:
Oh, please don't, Kaintuck!

ZIMY:
Give us a real old-fashioned speech, cut loose, Bill raise the roof.
(THIS scene played with enthusiasm.)

BILL:
Lay on, kiddo, we like to have you around.

ALBERT:
(Takes up drink, stands back of Table C. in oratorical manner)
Ladies and gentlemen, If I am not quite myself tonight, you must pardon me. I am from Kentucky I am. One and all, all and one, I am.
(VERY marked and mysterious.)
A DEMOCRAT! DEMOCRAT, and that, ladies, and gentlemen, that - is the noblest work of God.

ZIMY:
That's right, Kaintuk, let her go. Have another drink, and tell us your past life.

ALBERT:

(Intensely earnest.)
At the present moment, sir, I assure you, sir, I -- I have no past life. Laides and gentlemen, I stand here before you to-night, and I am proud of it. My father was a Democrat, that's why I am a Democrat, and I'm proud of it. I am seeing the world, and - I am proud of it. Tomorrow I shall leave this scene of - of -- I shall leave it. Then I shall go unto a far country, the wild innocent glorious country where grow beautiful hops, and - I'm proud of it, and here's to the beautiful fields, the golden fields where grow - the - the - where the hops grow, and, and - that's all.
(Sits down quickly)

BILL:

Shake, Kaintuk, you did fine!

EVA:

Sit down kiddo. Say, bo, I like your looks.

ALBERT:

Thank you very much. I'm glad to hear it. Do you know, I - I - -

EVA:

(Interrupting volubly.)
Say, you know your friend, he don't know my real name. Oh, he's a nice fellow alright, but I never took no shine to him. I'M particular who I pick up with.

ALBERT:

Do you know, I - - I - - -

EVA:

Oh, that's all right. I don't know why, but I just am. Can't help it.
(Pauses, looks at him admiringly, leans over, elbows on table.)
Say, - you know - I like you all right though, you sure do look good to me.

ALBERT:
Why, I'm sure, Madam, I'm very much flattered. I was just going to say, - do you know - - -

SKINNY
What are you trying to do, - make a mash on Kaintuk?

ZIMMY
Say, pardner, I don't think I can go up to those Hops tomorrow.

EVA:
What's Hops?

BILL:
Here, I'll tell you all about it.
(Takes out paper, looks it over searchingly.)

ZIMY:
Hops, oh, don't you know?
(Smiling.)
Oh, it's hay of some kind. They pick it off the trees. Every year they advertise for guys and dames and kids to camp out and pick hops. Most of them don't do much picking. Sometimes four or five hundred of them go up, dancing, - have a good time - work if you want to, - if you don't, you don't have to.

EVA:
Oh, I think that would be a whole lots of fun if you could get anything to eat.

BILL:
Here it is now.
(Reading from paper.)
Wanted, HOP PICKERS, at Camp on NILES CANYON, beautiful camping spot, fine bathing, dance hall, pay one dollar per hundred pounds. Splendid chance to earn a little money, free of expense and enjoy a pleasant and profitable outing. Apply AMERICAN HOP CO., #412 Sansome St., San Francisco.

ZIMY:
If I didn't have nothing to do, might try that for a change. It's a pretty place all right.

SKINNY
It sounds nice in the paper.

ALBERT
Well, I'm going, sir. Tomorrow morning at eight o'clock, to the fields again, the golden fields, - do you know - I think they're the most besutiful --

SKINNY
So, you really are going, are you?

ALBERT
Yes, Madame, yes -- I - am - going. So everybody drink, - drink - drink to my -- - - I am going.

DUTCHY
(Appears at curtains.)
Would you?

ALBERT
Bring some wine, champagne, ah - Lums. Hurry, sir.

DUTCHY
Tank you, much oblige.
(Exit)

(During next scene, SKINNY combs ZIMY'S hair, making a a little curl on one side. She turns him around to Billy and says, "Oh, look, ain't she sweet?" She kisses him on the nose. Runs up the scale for four "ah's", kissing him between each "ah".
Down again - the same business.)

EVA

(To Albert)
Say, you're a funny man, you are. Billy tells me you're innocent. Say, is that a kid? You know I like you. I'd like to have a fellow now like you.

ALBERT

Is that so?

EVA

I haven't made no kind of a hit with you, have I? You think I'm too fly, don't you? Now, tell me the truth.

ALBERT

You - you want me to - to tell you the truth?

EVA

Sure, Bill.

ALBERT

Well, - I must confess, I never could take any kind of interest in any woman, woman,- you know ---

EVA

Well - out with it.

ALBERT

To be frank with you, <u>any woman</u> who is friends with <u>any man.</u>

(DUTCHY enters - sets down wine.)

BILL

Here's the stuff. Here we are.

ZIMY

Ah, this is the juice for you.

(Bus. pouring wine, passing glasses.)

(ALBERT takes out a big roll of bills, counts off a fifty. THE WAITER gives him the change, he takes up three tens.)

ALBERT

Ladies, - as the probabilities are we'll never meet again - allow me to give you a little souvenir to remember me by.
(Drops $10.00 for each one of them on table.)
If you'll be so kind?

EVA

Do you really mean it - for me?

ALBERT

Why, certainly madam, I assure you.

EVA

Well, my God, what do you think of that?

SKINNY

Say, you're all right, Bill.

ZIMY

Cut it out girls, cut it out, nuthin' doin. He just came down here to kid you along. We was introduced to him last night by friends of ours as the only original sports, and we volunteered to show him a little of real life. Why, you are part of the show, kiddo, don't worry the gentleman.

(To Albert)

Ain't I right, pard?

ALBERT

Oh, no, it isn't exactly that.

BILL

Sure, Mike, don't be bashful. Tell 'em the truth. They don't care.

(DUTCHY enters.)

ALBERT

Oh, sir, waiter, we want something to eat. Bring us the bill of fare if you will.

DUTCHY

Yes, sir.

(Opening curtains from box 1 to box 3)

If you like something to eat, sir dis is de best room. It's got a big table, sir. Would you?

OMNES

Yes, that does look pretty good in there.

ALBERT

All right. Anything suits me.

SKINNY

(Rushes into room.)

DO WE EAT?

EVA

(Falls into Zimy's arms.)

HELP, kiddo help! The man said EAT!

ZIMY

Sure, Bill, come to the feed.

(They all exit into Box 1, Zimy's arm around Eva's neck)

ALBERT

(Follows them, stops at door, - to Billy)

You first, sir.

BILLY

Thanks!

(EXITS, followed by ALBERT.)

DUTCHY

(Closing curtains behind them.)

Tank you, much oblige.

(Follows them into room, repeating "tank, you, much oblige, tank you."

(The WAITERS have been going less frequently backward and forward. SLOW WAITER crosses L.to R. His napkin is falling from his arm. He turns his arm so that napkin stays in its place. The orchestra has been resting. The base fiddler has fallen asleep with his arms around his fiddle and lets out an occasional snore. The STEWARD goes through conducting two people into one of the boxes. He goes back, taps the musician with napkin. He awakens with a lively start and begins to play a lively waltz.

(EFFIE enters hallway, goes down to box 1. EVA enters hallway from box 3.)

EVA

(Hurriedly, in great excitement.)

Freshy, Freshy, don't go in there. Nixie, off the thin ice there, Bill, - it's cracked.

EFFIE

Come to kiddo, speak it out.

EVA

Aw, I've got a great game on foot.

EFFIE

Kazoozles, kiddo, you'll slay me child.

(opening coat and showing kitten nestling on arm)

EVA

(Opens curtains box 2, looks in)

Here, in here, I want to talk to you. Aw, throw that cat away.

(EVA enters, followed by EFFIE, talking baby talk to kitten.)

EFFIE:
They booze um, booze um little kitty tatty, yes all the naughty people booze um, don't they?

EVA
Will you put that cat down?

EFFIE
Um booze um, tunnin' little tat, yes nobody don't like you none. Do they, cause you ain't pretty. I don't care, I loves um.

EVA
(looking in mirror)
Oh, my God, look at my hat. It's roosting on me ear. Now, freshy, here's the chance of your life. You see there is a guy in the other room that's got money to burn. Now, we want to -
(Takes hat pins out, puts one between her teeth)
(EFFIE pays no attention to her, but goes on talking to cat.)

EFFIE
Um tunnin little tat ain't oo, oo like nice milky milk? Yes oo like milk. Oo dot dam bad taste, kitty tat, oo like milks.

EVA
(Who has fixed her hat)
Say now, kiddo, it's like this.
(With great earnestness and enthusiasm, excitment)
Heere now, put that cat down. Are you listening?

EFFIE
Yes, I'm listening.

EVA
Now, here's a chance to get hold of some money.

EFFIE:
MONEY? No -- oo -- that's different. Tell it to us.

EVA:

Well, I've got the real thing for you, kiddo, the real thing, I'm tellin' you. Bill and Zimy came down tonight, Henry couldn't come with them, so they brings another guy. He's soft as cheese on a hot day, but he won't stand for me at all. I tried to make a mash on him but nuthin' doin'.

EFFIE

Well, come down off the roof. Speak it to me, kiddo. What is it? Tell it to me straight. What do you want?

EFFIE

(Rapidly, with enthusiasm)

Well, he's just got a whole lot of money, and he's never been nowhere and seen nuthin. Easy money, take it from me. He's goin' up to Niles Canyon tomorrow with a bunch to pick hops. Now, I've got it all fixed up. YOU want to go up too. I'll put you wise to him. Now, you want to get some white dresses and play the innocent for keeps. Go hom e and practice up on the society conversation like you used to spring in the store on the swell dames before you got up in the world.

EFFIE:

Kazoozles, this mum conversation here. Come down to earth. Off the roof, it's too high, I can't reach it. You want me to trapse up to the country on the trail of a bum greaser that never seen me, and I never seen before? Why he might look me over like the last horse in the race, and never know I was it at all. You been drinkin' bo, you been drinkin'.

EVA;

I'm givin' it to you straight now. Any woman can get any of them if they go at it right, and I never seen a man yet that wouldn't fall to you when you wanted him. Don't you grasp it? It's dead easy. There'll be a lot of bum lookers up there with all their old calicoes on. I tell you, he's one of them booky men just laying low for some woman to get to him. I'd a never passed him up myself, but he met me in this place and what could I do? He was on to me, in a minute, but with them bum rags that'll be up there, you'll be like the sun on a cloudy day. I'll tell you what I'll do. I've got fifty plunks here. I'll put it down that within a week, you'll have him by the ear. I'll pay the expenses if you'll divvy with me. The first one that gets to him, will get all the fine feathers. I'm tellin' you kiddo, it's the chance of a lifetime.

EFFIE:
What is it? Bunco? The pasteboards - the confidential? Make it out for me, kiddo. I don't grasp it.

EVA
Lay low. I'll take care of that. You for the inside track with the soft heart business. Next to the affections for yours. Then I'll attend to the trimmings.

EFFIE
All right, kiddo. Where is the rummy?

EVA
We've got him in the next room. He's payin' for bubble water. All of it you could drink. You can swim in it, bo. Effie, it's painful to see it. Money? He throws it away. Look, the ten he gave me. I meets him, I gives him the mit, - he hands me the ten, - and he don't like me neither, but the coin is burning him, and he's throwing it away!

EFFIE
Well, let me look at him. Now can I pipe him off without him seein' me?

EVA
(Going to curtains)
Sure Mike, He ain't used to drinkin'. He's away in a fog. I guess he can't see you now. I'll get Dutchy to fix the curtains, then you can study his phiz.

EFFIE
Come on, Bill, the water's fine!
(Crossing to hall to box 1)

(DUTCHY enters box 1 from box 3, leaving the curtains open between them. Has empty champagne bottles, puts them down on table, gets salt and pepper shakers.)

(SKINNY, BILL and ZIMY discovered in more or less hilarious condition. ALBERT with foot on chair, glass in one hand and bottle in the other, singing. ZIMY with chair against wall, asleep. SKINNY holding one glass in both hands is listening and BILLY has a large piece of meat on carving fork, beating time with ALBERT, - singing)

ALBERT

Here's a tear for those that love me,
And a sigh for those that hate,
And whatever sky's above me,
There's a tear for every fate.

(DUTCHY puts sugar bowl and shakers on table box 3, then closes curtains. As curtains shut, singing softens.)

EFFIE

(In hallway at curtains, leading into box 1, which gives a view through box 1 into box 3.)
Was that him with his foot on the chair holding the phiz bottle?

EVA

That's the guy.
(Pause)

EFFIE

He sings good, don't he?
(Meditatively, in low voice)

EVA

Sure, Bill, and he's buggy with coke. Don't miss it.

EFFIE

I wouldn't have to see him again. Ain't he just kazoozles!
Don't look like the other two, does he?

EVA
Sure not. He's got the COIN. Take it from me.

EFFIE
I'm oh!
(Giving hand to Eva)

EVA
That's the talk. Now, we'll wait outside till they go, so we can pipe him off good.

EFFIE
I think I can remember him.

EVA
(Goes to box 5, looking in box, quickly in low voice)
Say, there's curtains between the two boxes, so we can see him. Come on, kid.)
(Opens curtains, starts in.)

(DUTCHY enters box 1 from box 3, then goes into hallway.)

ALBERT
(Singing faintly as curtains are opened by DUTCHY)
Here's a sigh for those who love us, etc.

EFFIE
He does sing good, don't he?
(Exits into box 5)

(Orchestra plays very softly with exaggerated tremelo "Home Sweet Home".

(BILLY comes out of box 3 into hallway. Puts his hat down over his face. Makes a hurried exit L.U.)

(ALBERT comes out, stops at curtains, bows very low to Zimy and Skinny, - sways slightly, then steadies himself, and very stiffly and erectly walks in a straight line up hallway, stops again, steadies himself again, turns directly L. and exits.)

(SKINNY, whose head is resting on table, raises up. Her hat tumbles off on table. She makes a couple of attempts to get up, finally succeeding. ZIMY is stretched against wall, head back, mouth wide open, snoring. He gives a sudden start and awakens. SKINNY exits. ZIMY reaches up for his hat but can't quite reach it. After two or three unsuccessful attempts, one hand, which has fallen on the table, falls on Skinny's hat. He utters an exclamation of pleasure, and with a satisfied grin upon his face, sticks the hat upon his head, stands wavering for a moment, then suddenly grows very stiff and walks with an exaggerated drunken dignity and exits L.)

(SLOW WAITER X'S R., stops, watches Zimy exit, and then exits.)

(DUTCHY comes in room, takes up champagne bottles, takes a crink out of one of them, yawns, stretches himself, and turns out the light, leaving the stage in darkness, excepting small lights above musicians who play until curtain. Very slow curtain.)

C U R T A I N

-: A FOOE AND A GIRL :-

ACT I

-:- ACT I. -:-

SCENE: Edge of Pickers Camp at Hop Fields, San Jose Mission, Niles Canyon, California.

Rows of hops running up and down stage. Double rows frameworked to height of six feet latticed over arbor fashion with green hop vines. The rows are six feet apart. Double rows alternate with single rows, the latter rising to a height of ten or twelve feet, upon which the vines run in "V" shape. Arbor rows R. Single or even rows C. Another arbor row L. This as they are arranged in the fields, there giving an effect of transcedant beauty. Back of the field are seen the ruins of San Jose Mission. The hop fields rise into hills that grow into mountains, and are painted the yellowish brown of a California summer. Downstage R. camp stove, built of rough stone and brick. At extreme R. is seen edge of dance platform. At end of hop rows R. and L. of C. are piled empty hop sacks to height of four feet.

At rise of curtain, the fields are swarming with WORKERS, - men, women and children picking hops. The PEOPLE representing the San Franciso contingent are dressed in all sorts of trumped-up outing costumes, plain and cheap, - the women wearing long aprons, ALL have gauntlet hop-picking gloves. The MEXICANS are dressed in similiar fashion with the exception that the trousers of the men are very tight-fitting and both the men and women run to very bright colors. Most of them have brightly colored handkerchiefs tied around their heads and a number of the women wear brightly colored shawls, but everything is work looking. The

INDIANS are the California Digger Tribe, wearing ordinary trousers and working - shirts, one or two with blankets. The INDIANS do not wear gloves. Each nationality keeps entirely separate from the other. They all work in a careless, lazy sort of a way. In the double rows, they reach up and pick the hops dropping them into the sack which they carry tied around their waist. In single rows, they pull the hop vine down to them, and sit on the ground while they work.

It is late in the afternoon. The curtain is up a few moments when off in the darkness a megaphone call is heard, "The kilns are full; stop work; get your sacks ready". This cry is taken up from all parts of the field. PICKERS stop work, some directly, others after they have finished with vine upon which they are working, and drag their sack L. There is heard rattle of wagon wheels and wagon appears L. dragging scales behind it. Then again the call is heard "The kilns are full, stop work everybody, the day is done".

Incidental characters, particularly in opening of act give as much of the time - taking, easy-going pastoral atmosphere as possible.

One week is supposed to have elapsed between Prologue and Act I.

PICKERS at call of "Day is done" have been tying up sacks, dragging them over to the scale, some quitting directly, others finishing vines which they were working on. When scales are adjusted, they begin in succession to throw sacks on scales. Each picker calls out his number which book-keeper takes down, and gives each picker a check. COOKY first at scale, throws sack on scale.

WEIGHER:

300 lb.s

WILLIAMS

(Very fat man.)
Well, Cooky, how goes it today?

COOKY

(X.R.)
Three hundred pounds. Guess that's pretty good for one day's work.

WILLIAMS:
Ain't bad, quitting so early too. Kiln's full, I guess.
(The CROWD is busy at scales. OLD WOMAN tries to get her sack on scale first as others fight their way in.)
(To Jones. WILLIAMS has sat carefully down on his sack L.C.)
Thieves round here. Can't leave your sack out of sight a minute but what you lose half your hops. I never see no such people.

JONES

(Tall, thin man.)
Lot of bums, that's what they are. Ain't no good, none of them.

WILLIAMS:
That Weigher's slow, ain't he?

JONES:
Slowest I ever see. Ain't no good either.

WILLIAMS:
Had a good one up here last year.

JONES:
Wasn't up here last year. Rheumatism. Family came up though. Only vacation they get, picking hops.
(WILLIAMS puts sack on scale.)

WEIGHER:
Eighty-seven and a half pounds.

WILLIAMS:
Eighty-seven and a half pounds? Well, what's the matter with you? Can't you weight nuthin'?

WEIGHTER:
Eighty-seven and a half pounds. Can't you see it?

WILLIAMS
I can see it all right, but I don't see you.

WEIGHER:
Oh, go take a walk.
(PICKERS pile sacks at end of hop rows, and take off picking gloves and exit.)

MRS. MINK:
(Old woman of about 50, attempts to get her sack onscale when ALBERT comes from crowd C., picks up sack and drops it on the scale.)
Thank you, mister.

ALBERT:
That's all right.
(He is now his own self again, unsophisticated, natural boyish. In his scenes with Effie, of course, tremendously in earnest.)

WEIGHER:
One hundred and five pounds;
(Throws sack on wagon, climbs up himself. BOOKKEEPER exits)

MRS. MINK:
One hundred and five pounds?

EFFIE:
(She has been at end of hop row C. up stage making a pretense of working desperately. Ad lib.bus.with Spider during the weighing up. She is dressed in simple dress of crepy texture, cinnamon brown in color, very wide brimmed soft brown straw hatdraped with the slender end sprays of the greenish gold hop vines. Brown gauntlet gloves that are used for picking. One spray of hops thrown

carelessly over arm. In her scenes with Albert is a child-like, open-eyed innocent, speaking with a low pitched, slow, sweet drawl in contrast to her self-possessed, vivacious, intense natural character.)

Hurry up Spider we'll miss the wagon, grab on.

(EFFIE takes hold of one end of sack, SPIDER, a small boy, the other, they drag it down hop row.)

Wait a minute mister.

(Calling to waiter.)

I'm comin', I'm comin'.

(She has very small sack - at scales)

Three hundred pounds of hops, but giminy, ain't I right, Spider? Three hundred pounds. Here we are, come on country.

(Sees Albert)

Oh, good morning, good evening.

(In pretended confusion.)

Oh, ain't I awful?

ALBERT:

Something terrible.

MRS. MINK:

(Calling loudly to weigher on wagon.)

Here you, Country, country, weigh this sack.

WEIGHER:

I'm not goin' to weigh no old sack. Too late.

EFFIE:

Please mister, won't you?

WEIGHER:

(Smiles)

Hello miss, how are you? Want your sack weighed?

EFFIE:

Just a tiny little sack?

(Coaxingly.)

WEIGHER:

Sure Bill, why didn't you say so before?

(Getting down and weighing sack.)

EFFIE:

Aw, ain't he nice?

WEIGHER:

Fifteen pounds. Say miss, you ain't strainin' yourself, are you?

(Throwing sack up on wagon, giving ticket to Effie, drives off.)

MRS. MINK:

Come on, Child, and get your supper if you want any.

(Xs c., exits R.U.)

(EFFIE at end of row by sacks:)

ALBERT:

(L. eagerly)

Will I see you tonight?

EFFIE:

(Coyly.)

I dunno. I'm afraid it would be too late.

MRS. MINK:

(RU.)

Come on, hurry up, I'm hungry.

(Exit R. U.)

(EFFIE goes R.U.)

ALBERT:

(Following her.)

Then tohight?

EFFIE:

I'll see you.

ALBERT:

(Eagerly)

Yes? Yes?

EFFIE:

(Whispers.)

Sometime. Goodbye.

(Exit R. U.)

ALBERT:

Sometime?

WILLIAMS:

(Enters R.2., looks at ALBERT, who is looking off after Effie from R.U.)

Hello there, Kaintuk. Lookin' for somethin'?

ALBERT:

Perhaps.

(Exit R.2)

WILLIAMS:

What's your hurry?

(Calling after him. Laughs, goes to work on Camp Fire, piling up old bricks, taking out the best ones, and humming to himself, "Home ain't nuthin' like this, home ain't nuthin' like this. Home ain't nuthin' like this, etc.)

JONES:

(Enters R.)

What you doin' there?

WILLIAMS:

I was trying to get a stove fixed up, but I think I'll take these bricks over to the Camp, and make it <u>there</u>.

JONES:

We've got a great stove over to our place.

WILLIAMS:

WELL, that's good.

JONES:

Ain't that your Camp there.

(Pointing to camp behind dance platform.

WILLIAMS:

Nixie, that ain't nobody's camp. The guys that had it got tired yesterday, and went back to the city. Said they had a thirst for draught beer. I wouldn't mind a schooner myself about now. How many did you get today?

JONES:
Couple hundred. What did you do?

WILLIAMS:
Didn't do much today. I didn't come up to make any money. So I pay my expenses, I'm all right. Having a good time, suits me.

JONES:
Well, I'm goin' to have a ten spot when I leave. Goin' over to the house to get some milk. So long.
(exit.)

WILLIAMS:
Be good, and don't take no bad money.

(THREE MEXICANS enter over R.3., by dance platform.)

Hello there, Mexicano. Where you goin'?

DE CELLIS:
(Quietly, smiling)
Mabbie go home. Mabbie go none your dam business.

WILLIAMS:
(Threateningly.)
What? Who you talkin' too?

DECELLIS:
(Sitting on edge of dance platform.)
Mabbie, friend of mine. Mabbie, angry gentlemans. I dunno. Ten tears all dam same.

WILLIAMS:
Well! Of all the damned impudence!

DECELLIS:
Me Impudence? Oh hell!
(Getting up and going C.)
From you, I am tired. Goodbye.

WILLIAMS:
Say, Mexicano, I guess you're all right.
(Laughing.)

DECELLIS:
Sure Billy.

WILLIAMS:
You goin' sing some? Make Fiesta soon?

DECELLIS:
Mabbie one week from tonight - some drink - sing like bird. Here, dese a place.
(Pointing dance platform.)
Make Fiesta. Mabbie not. Goddbye.
(Saunters slowly off with others, L.U.E.)

(INDIANS enter during preceeding scene, examine poles, laugh and chat, shrug shoulders talk among themselves and exit L.U.E.)

MIKE:
(Enters, calling off stage L.)
Come on Eva. What's the trouble? You're always beefin!

EVA:
(L.C.)
Trouble? Walking miles through all this dust?

MIKE:
(Turning C.)
O forget it, you're always beefin'. Ain't it the limit?
(Pointing to camp fire.)
I wonder who's the chef of this "Washed-off-Castoria".

EVA:
Well, I hope she's around here somewheres. If she ain't, I ain't goin' no further. I'm goin' to camp down here, that's me.

MIKE:
She's here alright. Sure, this must be the place.

EVA:
Ask the man . Maybe he knows her.

MIKE:
Ask him yourself. I'm busy.

EVA:
Say, mister, do you know anybody by the name of "Mink", Mrs. Mink, who has a camp around here somewhere.

WILLIAMS:
Mink? Did you say Mink?

MIKE:
Sure, that's the name, - "Mink".

WILLIAMS:
No, I don't know anybody by that name.

EVA:
Well, who's the guiding store of this here Department Store.

WILLIAM:S
Did you say "Mink"?

MIKE:
Sure Mike, I'll write it out for you.

WILLIAMS:
Mrs. Mink? Oh, sure, I know her.
(Working on Camp Fire.)
You just go down here until you come to a big, eucalyptus tree, and on one side of the eucalyptus tree is another eucalyptus tree, there's a path between it and the second eucalyptus tree, and you follow this path and you get to the third eucalyptus tree, and you turn to your left again - - -

MIKE:
Help! Help! Help! Make it a map.

WILLIAMS:
Sure Bill, it's dead easy. And right on the other side of that, you'll find Mrs. Mink's tent.

EVA:
Come on Mike.
(Xing R.)
We'll make it out someway.
(Exit.)

MIKE:
(Talking to himself.)
You climb one er - er - er - a sip - las tree and walk over another er - er - er - a sip - las tree and go around another er - er - a - sip - las tree.
(Ad lib. Exit R.2.)

WILLIAMS:
And if you don't find it, come back, and I'll give you a map.

MIKE:
(off stage)
Alright kiddo.
(WILLIAMS continues work at stove. Two barefooted BOYS of about thirteen or fourteen cross stage from L.R. C., carrying large basket between them. As they get C., change hands, pick up basket and go on. OLD MAN follows with sack of flour. ANOTHER OLD MAN with packages; WOMAN very fat, carrying jug followed closely by a very small red-nosed MAN.)
(ALBERT enters over dance platform, R.3.)

WILLIAMS:
(Still at stove.)
Hello there, Kaintuk.

ALBERT:
Hello yourself, Texas.

WILLIAMS:

Where you goin'?

ALBERT:

To town to get some tobacco.

WILLIAMS:

Get me a package of "Bull Durham", will you?

ALBERT:

Alright.

WILLIAMS:

Mind getting me the Sunday Examiner?

ALBERT:

Not at all.

WILLIAMS:

Wait here a minute, I'll get some money.

ALBERT:

Never mind the money. You can pay me any old time.

WILLIAMS:

(R.2)
Sure, drop it in the camp when you go by.
(Exit R.2)

(EFFIE enters R.U.)

ALBERT:

Alright.
(Knocks ashes out of pipe, puts pipe in pocket as EFFIE comes down between the hop rows, singing)

EFFIE:

(Singing)
Mama pin a rose on me,
Two little girls in love with me,
One was blind and the other can't see,
Mama pin a rose on me.
(Kicks at vines on poles above her head. Picks up basket. in confusion.)
I thought, - I, - I didn't think you - were -- I cam back to get this,
(Indicating basket.)
Mrs. Mink left it, - did you see me?

ALBERT:

(Who hasbeen at foot of row by sacks.)
See you? When?

EFFIE:

Just now when I first came. I mean when - back there - when I, - I - caught my foot in the hop vine.

ALBERT:

No, I didn't see you. Did you hurt yourself?

EFFIE

No, but I <u>might</u> have.

ALBERT:

I'm sorry.

EFFIE:

Where you going?

ALBERT:

Over to the village to get some things.

EFFIE:

Aw yes, - over to town.

ALBERT:

Don't think you could go with me, do you?

EFFIE:

Go with you?

ALBERT:

We can be back before dark. I'm just going to get some tobacco, mine's all run out. Can't you come?

EFFIE:

Why, Mr. Holly, how could you? You know I couldn't do anything like that. Thank you very much just the same. Oh, Mr. Holly, tell me, did you find out anything about your watch and pin?

ALBERT:

Oh, no, I didn't ever expect to, in this place, with all these people around. They've already run out one regular thief they caught in the camp. I was foolish to bring them along. Oh, it didn't amount to anything.

(Singing of La Gala Drina - No. 1 Mexican folk song in distance.)

It's those greaser going home.

EFFIE:

They're always singing, aren't they?

(Leans against hop sack C.)

ALBERT:

Yes, it seems that way.

(Pause.)

Just think it's been only a week ---

(Meditatively.)

EFFIE:

A week since - -

ALBERT:

Since the first time I saw you.

(EFFIE X's front of sacks, leans elbows on sack, and looks across to ALBERT, who is leaning on sack on other side.)

That thing sounds fine from here, doesn'tit?

EFFIE:
What was it that you said last night?
(This as though repeating a lesson learned.)
"Their - hearts - are - not - troubled - by - the - acking heart throbs - of - the world." You see I remember every word of it, - every word you said last night.

ALBERT:
It sounds beautiful when you say it. Ah, but everything now is beautiful.

EFFIE:
Everything?
(Looks up into his face, then drops head shyly.)

ALBERT:
Yes, everything. Do you know, I feel so, - you've made me different. Oh, say, I - I, -
(In some embarrassment.)
you know last night when I was making those little confessions, -

EFFIE:
Yes, why?

ALBERT:
One thing I didn't tell you.

EFFIE:
Something very, very awful.

ALBERT:
Well, pretty bad, I guess. You see the night before I came up here, I went to a terrible sort of a place in San Francisco. Of course, living in the country all my life, I thought I'd go and see things a little. I met some people and went to a cafe, - they called it, - the, - I guess it's a pretty bad one.

EFFIE:
(Showing great interest)
Yes, yes?

ALBERT:

They called it the "Dog", - I think that was it.

EFFIE:

(In pretended horror.)
You mean you just went there for a short time. You didn't do nuthin' wrong? Drink - or nuthin' like that?

ALBERT:

There was a boy there who said - - he said I was "soused" - - or something like that.

EFFIE:

Aw, terrible, terrible. Mr. Holly I want to ask you a favor. Please don't ever go to none of those terrible places again. You promise me that?

ALBERT:

Yes, I will promise you that.
(Earnestly.)
But it was the first time in my life. The first and the last. I'll never do it again as long as I live.

EFFIE:

Aw, I know that.

ALBERT:

And you forgive me?

EFFIE:

Why, of course. Everybody makes mistakes sometimes, Mr.Holly.

ALBERT:

I wish you wouldn't call me Mr. Holly - just say, say "Albert".

EFFIE:

(Looks up - very low.)
Would it make you very happy ?

ALBERT:
(low and earnestly.)
Yes! Yes!

EFFIE:
(After a pause, shyly and softly.)
Albert!
(ALBERT makes a movement as though to take Effie in his arms)

EVA:
(Off stage)
Come on Mike.

EFFIE:
(Simultaneously, in change of voice back to her natural self)
Cheese it, somebody's comin!

ALBERT:
(Drawing back.)
What is that? What did you say?

EFFIE:
(Recovering)
Aw, aw, - my hand, don't squeeze it like that, and now you must got.

ALBERT:
Pardon me. Will I see you again tonight?

EFFIE:
Perhaps, - perhaps.
(By hops - shyly.)

ALBERT:
Tonight?

EFFIE:
(Low and sentimental.)
Tonight, tonight.

ALBERT:

Goodbye until then. Goodbye.

EFFIE:

Goodbye.

ALBERT:

Goodbye.

(Exit L.2)
(EFFIE goes up hop row C. Stops on hearing Eva's voice. EVA comes from R.2)

EVA:

(Entering)
Don't argue, cause I seen her right here.

MIKE:

Maybe you seen her then, but you don't see her now do you?

EVA:

(Sitting corner dance platform.)
Well, I'm going to sit down here until the kinks get out of my legs. I know that much. Where's that guy that gave us them directions.

MIKE:

(Searches up and down rows of hops, sees EFFIE who is looking off L. abstractedly.)
Ef, Ef, come out of your trance.

EFFIE:

(Turns and comes down C.)
Hello kiddo, well, I'm sure enough glad to see you. How's Trix? Well, Eva Tucker, where in the hell did you get that hat.

EVA:

I nearly fell off the ties, - two miles of hoofin' it in these high-heeled dusters.

EFFIE:
You look good though, just the same. Say, that's a swell waist you're sportin! Where did you get it?

EVA:
Monday mornin' sale. Five ninety-eight, marked down from six twenty-five. It's a peacherino, ain't it?

EFFIE.
It's a little dusty but it looks good just the same.

EVA:
Say, look a here now. I didn't come up here for no picnic. I'm here for business. Say, what's that junk?
(Pointing to hops on frame work.)

EFFIE
What junk?

EVA:
The gagerinos on the flag pole there.

EFFIE:
Them's hops.

EVA:
Hops? Well, wouldn't that freeze you?

MIKE:
It's bum looking junk, ain't it? Smells pretty good though. That's what they make beer out of.

EVA:
They make beer out of that stuff?

EFFIE:
Sure Bill!

EVA:
Well, wouldn't that jar you? Say Ef, how goes it?

EFFIE:
Oh, - sort of - so so.

EVA:
Have you got him goin' yet?

EFFIE:
Well, I got him started. Say, I call him "Albert" now. I just got rid of him when I seen you comin'.

MIKE:
Albert! O, splash!

EFFIE:
He just asked me to a minute ago. Said it would make him so happy. Say, I nearly wear my tongue out talkin' that nice junk Say, ain't it rotten.

EVA:
Does he fall to it?

EFFIE:
Sure Bill. You're right, alright. He's a lead pipe cinch.

MIKE:
Your friend may be the real thing, but I ain't stuck much on his jewelry. Only got sixty-five plunks on the whole bunch.

EVA:
(To ef.)
Say kid, what's the matter with you? Don't ever stoop to that sort of stuff -- too risky, - don't you remember what I told you?

EFFIE:
(Apologetically.)
Well, I didn't mean to, honest, but he's so mooney, and absent-minded like, I just couldn't help it.

EVA:
Are we ready for a touch yet?
(Confidentially.)

EFFIE:
How do you mean?

MIKE:
(Breaking in warmly.)
Oh, come off. The sponduliks, the cush. It's the coin we came up after. Eva puts up this game, and gives you the start and now you're renigging.

EFFIE:
(With spirit)
Well, I like your nerve. When did you get on this trolley car? I'll give you a poke in the jaw - -

EVA:
Oh cheese it, what's the matter with you stiffs?

EFFIE:
What's the matter? Do you think I'm goin' to stand any gas like that?

MIKE:
Oh nixey, I don't want no trouble, - but it's the coin we need, and if we don't get it, why - why - - - -

EFFIE:
(Scornfully)
Youse'll have to go to work.

MIKE:
(Laconically.)
Sure Mike, that's just what's grouchin' me.

EVA:
(In business-like manner.)
Cut this. Come down to business.

MIKE:
Sure. Can't we spring a card deal, or investment gag. From what you say, he'd fall to any old thing.

EFFIE:
No, none of that.

EVA:
Why not?

EFFIE:
Well, I've got a different game.

EVA:
Different game?

EFFIE:
Yes, ain't my enunciator distinct?

EVA:
Why, what is it?

MIKE:
Introduce me as a friend or your brother, and I'll hand this guy a deal - - - -

EFFIE:
(Interrupting.)
Now, look here kiddos. Give me a chance, will you' Ain't no use in takin' no risk, or getting into no trouble over this.

EVA:
All I wants is money. If we can get it easy, no use in takin' chances. Come to , come too! Bring me to shore, - I'm in a fog. Try the sympathy gag. Will he stand for it?

EFFIE:

May be - - -

EVA:

(With sudden assurance)

Why cert, he's dead easy for any old stall. Tell him your sis is in the hospital or little brother Billy broke his leg, or mama's up against it and needs some coin.

EFFIE:

(Reflectively)

Say, that "mama" gag is fine! They all fall to that. Well, alright, I'll try it. I need a few plunks myself.

MIKE:

(DISGUSTEDLY)

Aw no, nuthin' like that. Say, I'll hand him a deal.

EVA:

(Exultantly.)

I've got it. We'll write a sad letter about "mama" starving to death and losin' her home, and sign "Mama's" name.

MIKE:

(More disgust)

Mama! Where you goin' to find mama?

EFFIE:

Nixie for you. We ain't got no mama of course, but what's that to him. He can't pipe her off by letter.

EVA:

Sure Mike, then you act sad like, and when he asks what's grouchin' you, tell him mama's up against it, and needs the coin. Show him the note, and it'll be all off with him. If this don't work, I'll fix him.

(Quickly in a confidential tone.)

Got a letter with you with your name on it?

EFFIE:

(Also confidential.)

Here's the one you sent the five in.

(Takes envelope from stocking, takes out paper and bill, puts them back in stocking and hands empty envelope toEva.)

EVA:

Got any paper, Mike?

MIKE:

This do you any good?

EVA:

Cert. Fork it over. The bummer it looks, the better.

EFFIE:

You write it Shorty. You put it down, and I'll tell you what to say.

EVA:

Say, where' s all the crowd gone to?

EFFIE:

Aw, there up to their ears in food, - it's supper time.

EVA:

Alright. Let her go. This writin' business is new to me. I tell it to 'em.

(This scene should be played in confidential low tone, each character in deadly earnest.)

EFFIE:

(Dictating)

My own dearest baby daughter.

It pains me more to write these sad, sad words than it does you to read them.

EVA:

(Taking dictation - repeats)

"Does you to read them" --

EFFIE:

(After reptition)

That sounds good.

MIKE:

Sounds a little short.

EFFIE:

(TO Mike)
Lay down, Fido, who's writin' this letter.
(To Eva)
Now, I've got it.
(With enthusiasm.)
My Own Little Baby Daughter - - -

MIKE:

(Interrupting)
Why, you said that before.

EFFIE:

Sure, Bill, I want to impress it on his mind.
(Continuing dictation.)
My heart, my old heart is broke when I must tell you that the mortgage that has been scaring us so long, came too this morning, and your poor old mother must lose her happy, happy home.

MIKE:

What are you doin'? Writin' a song?

EFFIE:

Now, say, I want to boost myself in this letter some.

EVA

Sure Bill, don't give it all to mama.

EFFIE:

"My own darling baby daughter" --

MIKE:

Say, it sounds rotten, you keep saying that over and over and over.

EFFIE:

Put it down as I have spokeit.
(With great dignity.) (Lofty manner, dictating)
"When I think of my own darling baby daughter" --
(MIKE makes despairing gesture.)

EFFIE:

(Dictating)
"Working and slaving her life away" - hold on - "Workin' and slavin' her young life away" - - -

EVA:

I thing "Sweet" would sound good in there too.

MIKE:

Sure, put in the "sweet".

EFFIE:

(Dictating)
"Sweet young life away to save the old home, and protect your poor old mother's dyin' days" - - -

EVA:

Do you think "Dying" sounds good?

MIKE:

(Unable to restrain himself)
Oh hell, no, - she ain't dyin'! How could she be writin' and dyin' too. You write rotten, Bill.

EFFIE:

Go on, Eva.
(Dictating)
"Yes, my own darling, daughter, in spite of all your hard work, it's no use. It's all over now! It's all over now!"

MIKE:

(Reproachfully, tearfully.)
That's a song, Bill. Don't put that in.

EFFIE:
(Looks at Mike in indignation and he subsides. Dictating)
"Ah! The poor are unfortunate" - - -

EVA:
That ought to be "infortunate" - ain't it?

EFFIE:
(Quickly)
Oh my God, how rotten you talk."Infortunate"! They ain't no such word as "infortuante". It's "un fortunate". Go on, --
(Dictating)
"Just think our sweet little old home is lost, and your poor old mother homeless just for a few malty, maltry hundred dollars."

MIKE:
(Disgustedly)
"Maltry" - who the hell ever heard of that word? Malt is hops, and "Maltry" is "Hopsy" and what you said in that letter is "a hopsy hundred dollars".

EFFIE:
Rotten, or not, - it goes.

EVA:
(Meditatively)
Well, how many does "Maltry" mean? "If maltry" means three hundred plunks, it's alright, and if it don't, it's bum.

EFFIE:
(Continuing dictation)
"Hoping to see you soon, I am,

Yours truly,

Maw"

MIKE
Yours truly, "maw" - ? What kind of writin' is that?

EVA:
(Reflectively)
Does sound sort of sudden like--

EFFIE:
Well, you know so damn much about it, - end it up to suit yourself.

EVA:
I don't mean to be dictatorial, but how does this sound O "Hoping to see youse and the three hundred soon,

Yours truly,

Maw."

MIKE:
Aw, stop it up different. Luvin', or fectionate, - respectable, - somethin' like that.

EVA:
"Respectable" - that's a good word. How does this sound? "Your respectable Maw."

EFFIE:
(Reflectively)
That sounds pretty strong about the three hundred. Aw, I'll fix that alright.
(Takes letter from Eva.)
Now, I'll practice it all off before you just like I'm goin' to do it, so I don't make no breaks in front of him.
(Read letter.)
"My own dearest baby daughter."
It pains me more to write these sad, sad words" --

EVA:
You want to ring in the water works.

EFFIE:
Alright.
(Stops, Reading.)
"My old heart is broken when I must tell you that the --- the the ---"
(Pauses, sobs, drops the letter down.)
Oh, I can't go on, I can't go on. - "you must know" ---
(Reads brokenly, breaking off words. Continuing letter.)

"mortgage" - that - has - been - scaring - us - so long - came - to - this morning and - -"
(Pause, to Eva)
Say, I got to work that up strong.
(Repeats very strongly.)
"Hoping to see you and the three hundred soon, I am,
(Very high, almost a scream.)
Your respectable Maw."
(Starts to throw herself on ground.)

MIKE:
Watch out, - it's muddy there.

EFFIE:
(Walks over and throws herself on Hop sack R., continuing rehearsal, very dramatically.)
Oh money, money, money! Oh poorness, poorness, poorness! My God, how terrible it is to be poor! Mother! Mother! Dear mother'. Mother!

MIKE:
Come home with me now!

EVA:
(Earnestly)
Now fo God sake, don't get excited and say nuthin' about "damn" or "hell", kiddo, cause if you do, it's all off.

EFFIE:
Leave it to me! That's why I was rehearsing it. I have to rehearse all my talk from keep from gettin' twisted. He's coming'! Kazoozles!
(Sees Albert off L.")

EVA:
Now don't forget the eye water.

MIKE:
Dont sing it to him, kiddo.

EFFIE:

Scoot!

(MIKE AND EVA exit R.")

(Suddenly realizing she has the letter in her hand still.)

Mike, the letter! You forgot the letter!

(ALBERT Enters L.". EFFIE Turns quickly hiding letter in dress.

ALBERT

Wel,, I didn't expect to find you here.

MIKE:

(Rushes back wildly. Stops when he sees Albert, whispers)

Kiddo, the letter, the letter!

(Hides behind hop vines R.U.)

EFFIE:

I didn't expect to see you either. I was just watchin' the sunset. Isn't it pretty?

ALBERT:

Very wonderful, I should say.

EFFIE:

I think sunsets are so cute, don't you?

ALBERT:

I should hardly call them "cute".

EFFIE:

Aw, I don't mean "cute". I mean what you mean. You must excuse me. You know I told you I hadn't any education at all. It's a terrible thing not to know all about things. After father died, I had to work night and day, me - and mother.

ALBERT:

Poor child, you've never told me a single thing about your mother.

EFFIE:
I couldn't tell you about her, she's just the real thing. You know we took in sewing. I don't know anybody else hardly. Don't seem like we ever had time to make friends. Say, you'd like maw if you seen her. Haven't had a letter from her now for several days.

ALBERT:
Oh, I know what it is to be poor. Been there myself. Oh you know what I think would be great. If I was rich, that's what I'd like to do. You know how when you see anything, - anything that's wonderful or beautiful, you can't rest happy until you show it to somebody else. Now,
(With meaning, looking to Effie.)
if I fell in love with somebody, I'd like her never to have seen anything much at all, but just work, and perhaps troubles, - and all of a sudden, take them away from all that, and show them all the wonderful things of the world, - and all the great places you had seen by yourself, and to teach, - say - what's the matter with me, - I'm running around like a windmill.

EFFIE:
Oh, say, wouldn't that be great. I mean to travel and see all the places, - say, I just love to hear you talk. It must be sorter painful for you to listen to me though.

ALBERT:
If you only <u>knew</u> - think of your having been through all that awful poverty and misery, - it breaks my heart.

EFFIE:
(Draws away from him up again hop vine where Mike is hidden)
Aw, you mustn't say those things. Look, look, there, - the sun - you mustn't.
(Pointing L.)

ALBERT:
(Turns L., looks off.)
Beautiful! Beautiful!

EFFIE:
(Passes letter to Mike.)
Kazoozles!
(MIKE runs off R.3)

(The red glow of the sun fades into purple; purple lights on stage, and on the mountain is the yellow gold of the falling sun. In the distance the ringing of cowbells and low of cattle. This latter effect, though seemingly difficult, has been very successfully handled in several productions we have recently witnessed. Ringing of one farm bell heard above it all.)

ALBERT:

And another day is done'. Listen!

(THEY both stand silent looking to. . In the distance ringing of bells and shouts of farm hands calling to the cattle.)

EFFIE:

(Slowly in low tone. For the first time, a note of seriousness in her voice.)

Aw, ain't it all <u>just wonderful!</u> Why, I never seen or heard anything like that before in <u>all my life.</u>

ALBERT:

The Song of Eventide!

"The lowing heard winds slowly o'er the lea
The plowman homeward plods his weary way
And leaves the world to darkness and to me."

EFFIE:

(Caught by a new and deep emotion, simply yet with depth)

I could listen to that kind of talk just <u>forever</u> and <u>ever</u>.

ALBERT:

What, dear?

EFFIE:

I'm afraid, - I'm afraid - isn't it terrible, - I feel like I was a little baby just born.

(With emotion, slowly, half astonishment and half pathos.)

Why, I never saw anything like that in the world. What makes it, do you suppose - all this?

ALBERT:
(Looks at her, Slowly, very quietly.)
Why God created it, little one.

EFFIE:
Who for? Not for everybody, not for just common everyday people.

ALBERT:
Yes, for everyone, - everyone who has eyes to see.

EFFIE:
And you believe all this sort of thing, don't you?

ALBERT:
Why, why shouldn't I believe it. It's the truth!

EFFIE:
(As though to herself)
Well, isn't that funny!
(Turns to him quickly and impulsively)
Do you know, I could almost - - - -

MI MIKE:
(Hat pulled down over face. Rushing on.)
Is this here Miss Tucker?
(ALBERT X's up stage.)

EFFIE:
(Strong resentment.)
Yes, that's my name. What do you want, comin' here like this, I'll - - -

MIKE:
I've got a letter from youse. It's marked "Important". They told me over at the camp to give it to youse.

EFFIE:
Well, take it back to the camp. I don't want it now - - -

MIKE:

It's youse, I don't want it.

EFFIE:

(With strength)

I say I don't want it now.

(ALBERT, who has gone L.U., turns and comes down at this.)

MIKE:

(Looks at her in astonishment.)

Why, I say kid -

(Sees Albert, checks himself.)

I can(t take it back, I got something else to do.

(Puts letter in her hand.)

EFFIE:

Aw, -- I, - - I

(Laughs, seems to recover herself and opens letter.)

(MIKE exits)

You must think I'm awfully funny, - but I was so - you - all thinking about things, and he came up so sudden like, I -- I -- Aw, I guess I can read this some other time.

ALBERT:

No, you had better read it now. They seem to think it important.

EFFIE:

(Opens letter, throws away envelope)

Oh, yes, that's true. What's the matter with me?

(As though casting off momentary seriousness)

Certainly, certainly.

(Begins reads to herself, after reading a while, she begins crying.)

Oh, mother, mother. --

ALBERT:

(Anxiously)

Why Miss Tucker, Effie, don't, don't, don't do that. What is it? Tell me, what is it?

E EFFIE:
Nothing, nothing, nothing. Oh, mother, mother - -

ALBERT:
Is it something very terrible about your mother?

EFFIE:
Yes, very terrible, I'll read it, that's all, - I'll read it.
(In a sad tone.)
"My Own Dearest Baby Daughter,
It pains me more to write these sad, sad words than it does you to read them. My old heart is broke when I must tell you that the - -
(Sobs and breaks down)
mortgage that has been scaring us so long, came too this morning, and your poor old mother must lose her happy, happy home. When I think of my own darling baby daughter workin' and slavin' her sweet young life away - -
(Pauses, sobs in handkerchief. Then goes back and repeats in a very marked tone.)
My own darling baby daugher workin' and slavin' her sweet young life away to save the old home, and protect your poor old mother's dyin' days, - just think, - our sweet little old home is lost, and your old mother homeless for just a few maltry hundred dollars. Hoping to see you and the three hun - -
(Stops and repeats)
Hoping to see you soon, I am - - - - " Mother! Mother!
(Starts to throw herself on ground, hesitates, staggers over to the hops and falls on them instead, - passionately just as rehearsed)
Money, money! Oh, poorness, how terrible it is to be poor.
(Working it up very passionately.)
How horrible, oh terrible, terrible! Mother! Mother!
(Screaming.)

ALBERT:
(Catches her by the hands.)
Stop, stop, you shan't do this, you shan't I say. A few hundred dollars! Why, to save one tears of yours, I would spend millions.

EFFIE:
Yes, but you are like me, - poor.

ALBERT:
I?

EFFIE:
Yes, you told me so.

ALBERT:
(Quickly)
Yes, perhaps I am, but a few hundred isn't much. I have here (touches pocket.) five hundred dollars that I thought I was foolish to bring up here. Now, I see it was providence and you shall have what you need tonight for your mother.

EFFIE:
(Breaking in)
Oh Mr. Holly, how could you insult me so - how could you do it. Take money from you, - never in this world.

ALBERT:
Oh, here is Mrs. Mink. Before she comes, please -
(Working himself up into a fever of earnestness.)
Oh, how could you misjudge me that way. Can't one friend be of service to another? I swear to you that if you do not accept this money from me, - you shall never see me again.

EFFIE:
No, no, I can't, I can't.

ALBERT:
(Passionately.)
Yes, yes, you must.

EFFIE:
(Plaintively.)
Why, it was three hun - four hundred, four hundred dollars and ninety-four hundred and ninety-nine dollars.

ALBERT:
(Takes out pocket-book.)
Will you take this, or do you choose never again to see me.

EFFIE:
I couldn't stand that, I couldn't! Never to see you again!
No, no, not that!
(ALBERT puts pocket-book in her hands, kisses her passionately and quickly, and runs off. Kisses her on her hair while her face is buried in her hands.)

EFFIE:
(Coming back to her natural self.)
Well, my God, what do you think of that!
(As she picks up pocket-book.)

-:- CURTAIN -:-

-:- A FOOL AND A GIRL -:-

ACT II

ACT II :

(Or scene II - Act 1)

SCENE: Same as Act I. Curtain need only be down a fewminutes.
One week supposed to have elapsed between Act I and Act II. Curtain goes up on darkness. The evening star is in the sky.

A MAN is lying down on L. of fireplace R. AN INDIAN is standing with his blanket wrapped around him in Center between two rows of Hops.

After curtain is well up, ANOTHER MAN enters from R., goes to fireplace, lights his pipe deliberately. All this done in the darkness. He sits down by the camp fire. After the match is struck, pipe lit, throws away match, draws twice on the pipe. Other stars appear in the sky. The edge of the moon is seen over the mountain top. As the moon is half way up, in the distance is heard singing very softly, the moon song: - "Ah la lux de la luna, etc." One verse is sung. As they begin second verse, FRIST MAN quietly, slowly in keeping with the music, says:

FIRST MAN:
Them Mexicans are always singing!

SECOND MAN:
Great Music!
(Slight pause.)

FIRST MAN:
That's the Moon Song they are singing.

SECOND MAN:
The Moon Song?

FIRSTMAN:
Yes, they call it "luna" - that's what they call it.
(Music dies away.)

SECOND MAN:
What did they stop for?

FIRST MAN:
They didn't stop.

SECOND MAN:
They didn't stop?

FIRST MAN:
They are behind the hill in the hollow.

SECOND MAN:
Behind the hill?

FIRST MAN:
(After Pause.)
Yes, across the trees.
(The song begins again.)

SECOND MAN:
They are coming over here tonight, aren't they?

FIRSTMAN:
Sure, all the Greasers are coming over to the shindig tonight.

SECOND MAN:
Will Ferrar's gang come, too?

FIRST MAN:
Yes, Ferrara, De Cellis and Wan Can, all of them, all down the same road, and you'll hear them a-singing a mile before they get here, each one trying to beat the rest, but just wait - - -

THIRD MAN:
Listen!
(Voices singing "Ah La Luz de la Luna".)

FIRSTMAN:
The last part of it is about losing something.

SECOND MAN:
Is that so? About losing something, eh?

FIRST MAN:
Yes, that's it. They are singing it now - about something they've lost.

SECOND MAN:
What was it?

FIRST MAN:
They don't know themselves. I guess don't nobody know.

SECOND MAN
They are nearly over to the camp now. Think I'll go over too.
(Strolls off.)
Something they have lost, - well!
(Exits R.2)

FIRST MAN:
I wonder what it was!
(XR. - exit R.2)

(INDIAN comes down stage, unfolds his blanket, goes up into the hop rows, throws his blanket on ground, and lies down upon it as the music dies out. There is heard the sound of an automobile horn tooting wildly. EVANGELINE'S voice shouting drunkenly off L.)

EVA:

(Off stage.)
Mike Dehota, what youse tryin' to do? Kill us all?
(The automobile is heard to stop outside.)
(Off stage)
Well, ain't that the limit. Hurrah for the Fourth of July! Hurrah! Hurrah!
(Sings)
My country 'tis of thee, sweet land of Liberty,
(Gets off note on "ty")
(Enters L.2., dressed in automobile costume, large hat and auto veils.)
(To MIKE who has followed her.)

Mike Dehota, honest to God, you oughtn't to done this. You oughtn't to take me out, a young girl like me. You know somethin' -

MIKE:

Sure, Bill, what is it?

EVA:

MIKE DEHOTA, do you know what I am goin' to do?

MIKE:

Sure I do, tell me. No I don't - who?

EVA:

Not WHO - but WHAT! I'm goin' to tell this Albert Holly a funny joke. I'm goin' to tell him that this Angel Child of his, is my sister. Then I'm goin' to take Eff off in an auter-mo-beel - and then I'll look back scornfully at him, and say - and say - COOKOO, that's what I'm goin' to do.
(Caling)
Freshy! Freshy! Effie!

MIKE:

(Repeats)
EF-FEE! EF-FEE!

EVA:

Say, Mike - -

MIKE:

Yes'm.

EVA:

(Near R. exit.)
When he hears that the dame he met in the Old Bull Pup Cafe, is his angel child's sister, won't that make his back teeth rattle? Come on, I'm goin' to find her and take her home with me in an aw-ter-mo-beel. I don't care. He insulted me, - he did, I don't like him nohow.

(Exit MIKE AND EVA R.2)

(MEXICANS cross stage from L.U. to R.U. singing carelessly end of "La Luz de la Luna".)

(ALBERT enters from R.2., walks across stage, then comes back to hops L.C. Strikes match, knock ashes out of pipe, refills it and lights it.)

(EFFIE appears R.U. Comes down between rows of Hops C. ALBERT goes to meet her.)

ALBERT:

Well?

EFFIE:

Well?

ALBERT:

I thought you were never coming.

EFFIE:

I'm afraid it isn't quite right my coming out here to meet you like this, - but then you've been so good and kind to me. Aw, say, honest, I'll never forget it, - I can't, -- it makes me feel so - - aw, I don't know how. You know when you aint used to kindness much, you remember it

ALBERT:

Ah, it's the greatest happiness on earth to know there is somebody you can do things for.

EFFIE:

But I'll pay you back that money you were so nice about.

ALBERT:

Now dont say anything about that. It's only selfishness, pure and simple. Why just to know how happy it made your mother, was worth more, - more than all the money in the world.

EFFIE:

(In some confusion, with a conscience-hurt in her voice)
Oh yes, yes - - of course it made her happy, - of course.

ALBERT:

I am glad of one thing too.

EFFIE:

Yes ?

ALBERT:

You thought I was only one of the penniless many, - and it <u>made no difference with you.</u> Oh, I cant tell you how glad I am to know that.

EFFIE:

(in low voice.)
Well, it wouldn't make - - that couldn't make any difference between people, - I don't think.

ALBERT:

It shouldn't, - but it sometimes does. Yes, my family is one of the richest in the country. Not me, - but the family. My Uncle Joh one of the biggest men in the Standard Oil Co. and Uncle Will is equally as prominent in the Life Insurance business

in New york. Of course, I lived on a farm outside Shelbyville all my life until my Uncle John left me all his money.
(Looking at Effie, with much concern.)
Why, - what's the matter? You don't look happy a bit tonight.

EFFIE:
Oh, nothing, - I guess I'm a little tired, - that's all.

ALBERT:
Well, this is the end of the picking, - and you'll be going home soon. -- Just think, two little weeks, and I feel like I'd known you for a thousand years before I was born. I don't want to remember when I didn't know you.

EFFIE:
Oh, isn't it strange! I mean - life - and everything - - Isn't it all beautiful - - the moon - - all that -

ALBERT
It's the most beautiful night in the world. m- - You know little one, I cant think of anything else but all you have told me about the life you have had to live, - there in Vallejo, and and now in San Francisco, - always alone - of course except for your mother. You know I cant think of anything else. Why, why, there are tears in your eyes.

EFFIE:
(Deeply moved)
Don't think I'm foolish. Aw but - you don't know - - it all seems so <u>different</u> - so different.

ALBERT:
Dearheart!

EFFIE:
Don't! Don't!

ALBERT:
Why, there's nothing wrong with that, for you are a dear heart, - the best, - the purest heart that was ever made in the world.

ALBERT:
Please, please do.

EFFIE:
(Softly with mysterious sentiment.)
Ka - zoo - zles!

(Music of Spanish voices singing "La Gala Drina" - bus of song same as before singing and dying out in the same manner.)

ALBERT:
It's the Mexicans - the dancing will soon begin now.

EFFIE:
Sounds good from here, don't it?

ALBERT:
Yes, they sing very well.

EFFIE:
What makes them stop like that?

ALBERT:
They didn't stop. They are bhind the hill in the hollow.

EFFIE:
In the hollow, behind the hill?

ALBERT:
Yes, across the eucalpytus trees.

EFFIE:
Aw, yes. It sounds awfully pretty, don't it?

ALBERT:
It's a song of Amor!

EFFIE:

What does that mean?

ALBERT:

It's the Mexican word for "Love".

EFFIE:

It dies out quickly, don't it?

ALBERT:

What?

EFFIE:

The song!
(Again the song is heard,)
There it is again, listen.

ALBERT:

I can't quite make out of the words from here.

EFFIE:

Do you know Spanish?

ALBERT:

Yes, a little. Now, there it is.

EFFIE:

What?

ALBERT:

It's about <u>finding something.</u>

EFFIE:

Finding something?

ALBERT:
Yes, something beautiful they have found.

MIKE:
(Is heard off stage)
Aw go on, I guess I know.
(EFFIE turns in startled manner.)

ALBERT:
Why, what is it?
(Music stops)

EFFIE:
Aw nuthin, nuthin, only I don't feel quite right.
(In confusion.)
I, - I feel sort of chilly, It does get a little cool these nights. Would you mind running over to the Camp for me, and getting me a shawl?

ALBERT:
Why certainly not. Any particular one?

EFFIE:
You can't make any mistake. I've got only <u>one.</u>

ALBERT:
Do you want to wait here?

EFFIE:
Yes, I'll stay right here by the dance hall. I'm <u>tired.</u> I dont feel like walking.

ALBERT:
I'm awfully sorry of that. I'll be right back, - just a minute.
(Exits L.2)

EVA:
(Appears with Mike.)
Now, here we are, my own little - - -

EFFIE:
(Angrily.)
Look a here, Eva Tucker, didn't I tell you I didn't want you to be bothering around. What do you want to do? Spoil everything. And you're drunk, both of you.
(Taking EVA by shoulders, low and intense)
Now, I'm not goin' to put up with any of your nonsense. You got to get away from here quick. He'll be comin' back soon - he mustnt see you, do you understand that - - he mustn't see you. How did you get here anyway?

EVA:
Kiddo, I cane here in a blow-up machine to take you home with me, my own - my own baby daughter - own baby daughter.

MIKE:
(Sadly)
They'regoin' to writer another song.

EFFIE:
Say this is serious. You don't know how serious it is.
(This spoken in deadly earnest.)
I don't want him to know, - he mustn't know.

EVA:
Mustn't know - I'm your own - little baby daughter?

EFFIE:
Here, quick, he's comin' back. Get out of the way. Now don't let him know who you are.
(Pushing her over to Camp Fire)

EVA:
My own darlin' - baby daughter - mother!

EFFIE:
(With intensity)
Keep still.
(Forces her down by camp fire.)
You too, Mike!
(Mike lays down by fire opposite Eva)
Now stay there and keep still - you, - you
(Leaves them in shadow by camp fire. Goes to sack and sits as albert appears with shawl.)

ALBERT:
Well, was I gone long? I ran nearly all the way.

EFFIE:
No, I thought it seemed turrible short.

ALBERT:
(Puts shawl around her)
How beautiful you are tonight. When I saw you with the moonlight on your face, and your hair around it like that, it all seemd too beautiful to be anything born of this earth.

EFFIE:
(Low, remonstrative voice as though trying to get away from the subject)
No, no - please.
(Pointing R.)
Look, look, - there at the edge of the camp - - see!

ALBERT:
So, this is what they call a "Fiesta" is it?

EFFIE:
Come let's go up here where we can see it all.
(They go up stage)
O look there!

ALBERT:
The Camps, - look, now, when the lights are on them

EFFIE:
(Impressively, but with touch of mystery)
See there, - way down the hill is a little mist. Do you see it?

ALBERT:
(Taking up Effie's tone.)
Oh yes, I see - at the foot of the hill.

EFFIE:
My, it makes you feel cold, don't it?

ALBERT:
I like it. Look, now its moving, its moving. See there, It's caught the first row of tents.

EFFIE:
(Up stage, back of hops)
Here, we can see it all from here.

(THREE YOUNG COUPLES of nineteen or twenty, Americans enter. Flashily dressed, rough and boisterous.)

FIRST YOUNG MAN:
Youse don't know nuthin. Hangup the lamps, let's have a dance.
(Each one hangs up a lantern on poles around dance platform)

FIRST GIRL:
I'm on. Make it a two-step.

SECOND GIRL.
Nixie, make it a waltz!

THIRD GIRL:
Sure, a waltz. Come on, will you?

FIRST YOUNG MAN:
(Calling offR.)
Bring on the music, you skeedunks

FIRST GIRL:
Aw, come on, - who needs music?
(They begin to dance awkwardly upon dance platform.)

(Enter DECELLIS THREE MEXICANS FIRST AND SECOND MEN CARRYING jugs and large wine cups.)

DE CELLIS:
(Waving cups above his head, and shouting wildly.)
Fine, - American dance, Mexican dance, Oh la! Ah - la! La-la!

SECOND MEXICAN:
Go him, go him, la - la!

(Enter from R. SIX MEXICAN GIRLS & TWO MEXICAN MEN)

FIRST MAN:
No, no. Mexican waltz. Clear the planks there for the Mexican dance.

SECOND MAN:
Sure, right down the line here. Eat em alive! Hurrah for Mexico!

(AMERICAN dancers clear platform)

AMERICAN DANCERS:
Sure, Bill, go as far as you like. All right. We're next. Let her go!

(FOUR MEXICAN MUSICIANS enter from R. with mandolins and guitars.

DE CELLIS:
(To Musicians.)
Play waltz, Mexicano.

SECOND MEXICAN:
Waltz Mexicano.

OMNES:

Waltz Mexicano.

(MEXICANS form figures and dance three figures of Waltz.)

(CROWD enters from R. as they dance)

FIRST MAN:

(After third figure, shouts.)
Look there, the lantersn
(Pointing L.)
under the trees.

DECELLIS:

(looking l.)
Sure, Billy, make welcome.

SECOND MAN:

De Cellis, De Cellis, look -
(pointing l.)

DE CELLIS:

(Stopping in dance)
Ferrara! Ferrara!

OMNES:

Ferrara! Ferrara!
(ALL stop dance.)

DE CELIIS:

Wine! Wine! Welcome, I tell you, - sing, sing welcome Ferrara.
Sombrero Broncho!

(They take up wine jugs and cups, and sing the music of the "Sombrero Broncho.")

(DE CELLIS AND MEXICANS go L. meeting Ferrara and his band of Mexicans, exchange effusive greetings, drinking all the time the singing is kept up as they weave in and out among the hop rows. The AMERICANS look on chatting and laughing gaily.)

(The MEXCIANS carry lanterns and hang them up on poles around platform.)
(Cries from MEXICANS, "LUISA,SENORITA LUISA,SENORITA LUISA".)

(SENORITA LUISA is in semi-Mexican costume, executes a wild solo dance upon the platform during which some of the figures on the stage move in and out between her and the front of the stage, chatting and drinking while watching the dancing, parting now and then so that the audience gets a full view of the dancing, and then closing up so that she is lost in the picture in order to keep away from the idea of the dance being a "specialty".)

(The closing dance is the "Sombrero Broncho", in which all the Mexicans and some of the Americans take part. At close of dance two men beating large gongs, call out "super is ready" "Supper, supper, supper!" Dancers break up very abruptly, OMNES take up cry - "supper is ready, Supper,etc." and exit noisily and with great confusion)

MIK:E
(Who is still with EVA by camp fire.
Say kiddo, there's somethin doin in the hash house. We can't afford to miss it.

EVA:
I won't go without my sister. Freshy! Freshy!

(EFFIE AND ALBERT have been back of hops up stage during dance.)

(EVA and MIKE arise and start off R.)

EVA:
I want my sister. I'm going to find my sister and take her home with me.
(Going R.2)

(MIKE AND EVA exit R.2)

(EFFIE AND ALBERT come down C. EFFIE first, looking anxiously after Evangeline off R.)

EFFIE:
I guess you think I'm actin awfully funny. Let's stay out here a while. I like it so much better.
(Face to R.)
Look, look - the mist - there, there, - see.

ALBERT:
Yes, it has caught all the tents now, hasn't it?

(Shouts and laughter in distance. Music of guitars that rise and then quickly falls into silence O

EFFIE:
How yellow it is over where all the people are.
(Quickly)
It's comin up the hill - fast - fast. Aw, I like this better.
(Turning L.)
where it's bright.

ALBERT:
Yes, isn't it clear -- all the way up to the hill tops.

EFFIE:
Look, the leaves there, see, they look like they were dancing, don't they ?

ALBERT:
Isn't it strange! I never noticed that before, they're yellow too in the moonlight.

EFFIE:
Do you ever feel like you were somebody else - do you ever feel - like you had gotten away from yourself, and were somebody else? Well, isn't that funny. That's the way I feel tonight. There's only one thing - I'm afraid, - if - if - if - you were to meet any of your friends when you were with me, you'd be ashamed, wouldn't you?

ALBERT

Ashamed of You? Why dear, that would be like being ashamed of an angel that didn't speak my tongue.

(Guitars playing "La Gala Drina")

Do you hear?

EFFIE:

Aw, yes, I hear - It's - about something being found - you said.

ALBERT:

Yes, something they have found. But they couldn't dream what I found here when I first sawy you, - everything, - everything, I have been as blind as death all my life.

EFFIE:

Blind?

ALBERT:

(As natural and colloquial as possible, yet giving the effect of being carried away by the music, moonlight, beauty and perhaps above all, his own youth.)

Yes blind. I never sawy anything until I came to look at all things with you. You took away the blindness from my eyes and everything was sweet. You! You! YOU! I Knew, of course, there was a God. They made me kneel down to Him when I was that high, and pary to Him, - but I never really knew him, - but tonight, when I was with you, I felt that you were on one side and that on the other there was some mysterious undreamed of God's arm around me, and that he was leading us on, on over the hills - over the hills.

EFFIE:

(Slowly, earnestly)

You mean that? You mean that? You mean every word that you say? You're not just saying words because you get started and cant stop, - and sort of keep on saying them - but you truly mean that?

ALBERT:

Why, of course, I mean it. Just think - this our last night.

EFFIE:
Dont say that. It makes me feel so, - so lonely!

ALBERT:
Doesn't it? Just like there were sunsets and roses behind you, and an empty room before. No, no, I cant do it, dear, I cant!

EFFIE:
Cant do what, Albert?

ALBERT:
Go back to my old empty sort of life. Oh, I don't know how to say it, but cant we make this last all our lives? This wonderful singing happiness. We must! We will, dear - take all the light and music and love and bottle it up in our hearts, and keep it forever, forever. I dont know how to tell you what I mean, but my little childheart, won't you, when I go back home tomorrow, won't YOU go back with me?

EFFIE:
Go back with you? I'm afraid I can't do that.

ALBERT:
You can't go home with me?

EFFIE:
You MEAN -

ALBERT:
You cant - you cant be my wife?

EFFIE:
(Hardly realizing the truth; slowly almost a whisper)
YOUR, YOUR, - you mean - you want to marry me?

ALBERT:
(Eagerly, passionately)
Yes, yes, my little one. That's all there is in this world I do want. You for my wife, just to take you right up in my arms now and carry you away, away from all this poverty and work, and show you all the great world, and make you happy - help you to learn all the things about books and all that - Please I want you so, I want you so, I cant wait, I want you so, my little heart. PLEASE PLEASE, dear little heart, it is the --

(EVA AND MIKE heard drunkenly singing)

EFFIE:
(With a heartbroken exclamation.)
Oh!

ALBERT:
It's that drunken couple again.)

EFFIE:
(Goes quickly behind hop vine.)
ALBERT,ALBERT, DON'T, DON'T, let them - - -

ALBERT:
(Takes her in his arms.)
Why, don't worry, no one shall harm you. They can't hurt you

EFFIE:
Hodl me! Hold me CLOSE CLOSE CLOSE! Please, please!

ALBERT:
(Holding her closely in his arms)
Little one! Little one!

(Parties of Mexicans, swinging lanterns, saunter back through hop fields, singing La Gala Drina.)

(EVA AND MIKE appear with arms around each other)

EVA:
(R.2. in shadow)
I want my sister. - I want her.

MIKE:
(Soberly, subdued voice)
There's somebody there.)
(Looking up in hop rows)

EVA:
Where?

MIKE:
Up there in the shade. Dont you see em?
(Starts up stage)

EVA:
Better let em alone. Dont butt in. No, it aint her cause she dont answer.

MIKE:
Come on, let's go home. I dont want her anyhow
(Exits R.2. toot of auto horn is heard)

(Spanish voices in the distance singing "La Gala Drina" which is timed in accord with the dialogue)

ALBERT:

They've gone! Look! Look!
(Indicating R.)
The lights are out! They've all gone!

EFFIE:

They've gone and -
(With meaning.)
They'll NEVER COME BACK!

ALBERT:

HOME! That's where they've gone. It's a nice old word, isn't it? That's where I'm going tomorrow.

EFFIE:

Tomorrow ?

ALBERT:

Yes, little one. Will you go with me?

EFFIE:

YES, ALBERT.

ALBERT:

MY WIFE! MY LITTLE WIFE!

(LA GALA DRINA reaches climatic, triumphant note, then diminuendos softly to

SLOW CURTAIN

: A FOOL AND A GIRL :

ACT III

(NOTE: (in pencil) CHANGE HERE ENTIRE SCENE GIVING BLAME AND INITIATIVE ON EVA)

A C T III

(An elegantly furnished suite in the "Buena Vista" Hotel, San Francisco. Walls and ceiling of dark amber. Woodwork, also upholstering of furniture in soft brown. A very large bay window L with window seat. Down stage R. a door leading into main hall. R.U. door leading into alcove room. C. a door leading into bedroom L. two small closet doors. L. above window, bureau with large mirror. Toilet articles on bureau, also two photographs, one of a young woman, - the other of an elderly woman. Above door R.2. telephone. R. of C. big lounging chair. L. of C. large table with immense jar of California poppies. Also large brown jar on floor by telephone filled with California poppies. On wall at back are two Gibson girl prints. Furniture to give a rather light effect, free from any heaviness.

Two days are supposed to have elapsed between Act II and Act III.

The bell is heard ringing violently. EFFIE comes through upper C. door which is open. She is dressed in simple grey walking suit, and soft white shirtwaist. Goes to door R.2. Opens door. EVANGELINE enters hurriedly.)

EFFIE

((At door with great concern)
Well, - did you find her?

EVA:

(Xing to L.)
Say, Effie Tucker, why did you ever send me on such a wild goose chase for. I cant find you no mother. I cant do it.

(She is dressed in same costume as worn in Act I)

EFFIE:

(Coming C. seriously, in deadly earnest as is her attitude through all this act.)

Yes, but I must have her. He's been askin' about her. I had to tell him - somethin' - so I told him she would be here at one o'clock. We are going to be MARRIED now at two o'clock.

EVA:

(In astonishment)

At two! Why - I thought - Say ain't you the foxy kid. And me near queerin' the whole gag. MARRIED!

(X's to couch R.)

Start one bunco and end up with another, and now its moved up to two o'clock. Say, I'm in a fog. It gets faster and faster.

EFFIE:

He's got to start East at six o'clock, and he's crazy to be married right off. I'm miserable, - and yet I'm happy too. Think of it - ME, his wife! O, but I want to get it over and go away from this place, and I'll never come back again, never never!

(Change of tone)

But Eva, you must get me some kind of a mother before one O'clock. I just told him her hair was kind of brown-like, and she was about my size. Then he said, "Has she got Eyes - like you?" and I said "No, they're blue and he remembered it.

EVA:

(Flopping down on couch.

My lord, what did you say that for. Can't find no mother with blue eyes. I walked the soles off my feet. It can't be done.

EFFIE:

(Walking up and down distractedly)

Oh, what can I do. You did it, it's all your fault. You, YOU made me write that letter, YOU made me have a mother, and now I can't find her.

(Drops head on dresser despondently)

EVA:

(With sad reproach)

That ain't my fault. You oughtn't to be so damned particular about describing her. You remember Antoinette Kelly? She had the loveliest mother! I could get her for fifty dollars too. She was an actress once, but she had black eyes. I fixed a story about her getting scared to death, and her hair turnin' white in a night, but her eyes couldn't turn blue in a might. It's no use we'll have to pass up the "mother" gag.

EFFIE:

(Tearfully, slightly raising her head, sadly, abstractedly, taking up hair brush and gesturing with it.)

No, we can't. I was going to tell him that mama had gone fishing and got drowned and then I'd have to go in mourning for a month, no, I cant sleep or eat or nuthin' for fear he'll find out. Oh, I don't know what to do. Let's cut it all out.

EVA:

Aw, we'll fix it some day. Leave it to me.

EFFIE:

(Despondently)

Then after we get away and I get East, I don't see how you are going to get rid of her.

(Drops head on dresser.)

EVA:

That's a pipe. Get this marrying business over, and you get away you wont have no fake mother bothering you. I'll fix that alright.

EFFIE:

I hate to do all this. Say, it's terrible rotten. All, that "con" business, and stealing and buncoing and drinking - and all that I've done - and then marrying him, and him thinking that I'm a regular good girl, oh - it's all wrong, but Eva when I'm with him, I just forget all about everything, - all that I was before - everything.

(Slowly, with truer note than before.)

It seems like I'd died, and been dead a long time, and sort of come to again in a different world. Oh Eva, think, think - oh ain't I glad of one thing. I wake up at night and cry and cry over that.

EVA:
Why sure note, you're alright.

EFFIE:
I wish, oh, I wish I wasn't mixed up in all these lies, lies
(With sudden determination)
I know, I'm going to tell him the whole truth and that I'll be different from now on, and this -

EVA:
(Interrupting with great emphasis)
Not on your life. You tell him you was the sister of the lady he met in the Bull Pup Cafe, all about that buncoing business - you stealing his watch and chain, and the letter to "Maw" - tell him that? And then you think he'd believe there was any truth in you? Nixie, nixie, if you tell him a word of that junk, it's him in a hurry wagon to the tall timbers and you'll be pining in the world.

EFFIE:
And I'll never see him again.

EVA:
Nixie, sure not.

EFFIE:
(Heart-broken)
I don't know what I'd do then. It's just this, I'd just have to die, if I've got to go back where I was before, and never see him. Just got to die that's all. I don't want to die, I want to live, I want to live
(With intense strength)
and be his wife, and live with him years and years and forever.

EVA:
Aw now, don't take on like that. You're better than any of these "milk and water" pussy cat women that never saw nuthin and wouldn't know it if they did. Wait until after you're married to him a long time and prove it to him, that you're the real thing, and then you can tell him.

EFFIE:
(Hopefully, raising head from chair)
Could I do that? Would that be very wrong if I waited till then, would it, you reckon, because I want to tell him everything and then
(Breaks out in long drawn moan)
Oh, oh, oh, if it had only been all just different.

EVA:
(Xing C.)
Aw, don't take on like that. You ain't doin nuthin wrong. Why, sure not:
(As though struck by an idea)
Say, has he told you all about what he has done? Has he? Has he told <u>you</u>?

EFFIE:
No, no - of course not.

EVA:
There you are Bill: Take it from me, Kiddo,
(Sits)
The best of them at the best ain't good enough for you at your worst.

EFFIE:
Don't, don't, - don't say that.

EVA:
(Consolingly)
Sure, you're just as good as he is or any other man. They're a rotten lot, all of them. Who the devil fixed it all up anyway.

They tell a woman she mustn't move out of one spot, not even to take a drink, or she couldn't even wink her eye at a man, not even the ice man that comes every morning and don't make no difference about, and then they go around the corner and do whatever they please.

EFFIE:
(Rising, going up stage)
I know all that but -

EVA:
Take it from me, Kiddo, there's a chance of your life, to put yourself on Easy Street. When you gets him married, go East and don't make no breaks about coming back here again. I won't never bother you none, and Mike'll keep his mouth shut alright. Of course, you can pass us a hundred or two every now and then, you won't miss it none.

EFFIE:
(Up C. turns facing Eva - with all sincerity and intensity possible.)
I'll be the best wife any woman could be. I'll wait on him and work for him, - and watch over him all the time. Oh, Eva, I don't know - I, - I love him so - I'll show him every day of my life what a woman can be till I wipe out all this old rottenness that's been - for him - just him - the first and the last, and the only one so long as God lets me breathe.

EVA:
Sure Bill.

EFFIE:
(Sitting R. of table L.C. on chair, despairingly)
But I must have a mother. He gave me five hundred dollars for my mother and now I - I cant find her.

EVA:
Oh, I got one - such as she is.

EFFIE:

(Quickly)
You got her, - where is she?

EVA:

(Laconically)
I got her tied up in the parlor. Ididn't say nuthin' to nobody. Came up the side way. Nobody seen me, Just as well to keep it dark as you can, kid. Never know what might happen. But say, she's a bum. I'm scared she can't hold the job.

EFFIE:

Why, what's wrong.

EVA

Aw well, she ain't savy, and then her eyes are brown - that's as near as I could match it.

EFFIE:

Maybe we can fix that up some way alright.

EVA:

(With assurance)
Sure Bill, most people don't know the difference tween brown and blue, anyhow.

EFFIE:

Well, where is she? Bring her in.

EVA:

(Going to door)
Right outside.
(Opens door, calls.)
Mrs. Kelly.
(To Effie)
she's comin kiddo, get readynto meet your mother.

MRS. KELLY:

(Enters. She is a very fleshy woman of about forty-five with slightly effusive manner. Decided brunette. Affecting rather inguenish style of dress much too young for her. White shirtwaitst with very large red polka dots, black and white striped walking skirt, very short, black patent leather ties with French heels and bows, Black open work sotckings, black sailor hat, green veil, black kid gloves. Highly rouged)

Good morning, miss.

(R.C.)

EFFIE:

(L.C.)

Good morning.

(Goes to her, looks her over closely)

Oh, I guess they're all right, they're pretty near - they're not so blue.

EVA:

Aw sure, he won't be piking her off much. He'll be too busy. She's got to do.

EFFIE:

I guess we(ll have to chance it anyway, but O, - O -

(Shaking her head at Mrs. Kelly, goes up stage)

EVA:

(Coming C. in quick business-like tone)

Now, mother, come down to business. I explained the gag to you, and as she's goin to marry the gent today, she's got to produce mother. Now mama, you're it. I ain't afraid, knowing the few things I happen to know in reference to you

(This very marked)

but what you'll keep mum about all this.

MRS.KELLY

Aw now, Eva, you know how safe I am.

EVA:

Sure I do, 'cause you got to be.

EFFIE:
(Quickly, coming down stage)
Now, I've told him that we lived out in Vallejo all our life. and father died when I was a bay and you was sort of a silent woman, and never said nuthin to nobody, so remember all this and don't make no breaks.

EVA:
Aw, I'll take her over to the room, and put her wise alright.

EFFIE:
Now, when you come here this afternoon, how'll we do. Soon as you see me, I'll say, "Mother, mother, mother, it's been so long since I saw you" - and you put your arms around me, and you say, "Oh, my darling child."

EVA:
(R.)
I think if she put in that what we wrote in that letter it would be good, - "my own darling baby daugher" - because that's familiar to him. If he heard you say that, he'd know you were alright.

EFFIEL
(A little encourged)
We'll try it. If we get it started alright, we won't have no trouble. Now here we go.
(Rushes into Mrs. Kelly's arms)
Mother, mother, mother, it's been a long time since I saw you last.

MRS. KEELY:
(Meeting Effie)
My child, my child, my own darling baby daughter.

EVA
(With great enthusiasm)
Sure, that looks like the real thing. That's alright, Now, that's all, ain't it?

EFFIE:

(To Mrs.Kelly)
Say, you'll have to change that rig. Whatever you do, don't show up with that junk of your face, and all those glad rags on cause that would queer the whole thing. You look like a Fourth of July horse.

EVA:

You leave it to me. Here, Mrs. Kelly, you wait out here.
(Goes to door R.2. opens it)
I'll be with you in a minute.

MRS. KELLY

Alright, miss. I hope you'll like me, miss. I'll do the best I can.
(Exit R.2.)

EVA:

(To Effie)
WELL, what do you think of MOTHER?

EFFIE:

(Woefully)
She done rotten, I think.

EVA:

Aw, that'll be alright.
(EFFIE goes to dresser)
(Continuing)
He won't pay no attention to her. Nobody dont pay no attention to mothers nohow. Dont let that trouble you, kiddo. What's the matter? What's painin you now?

EFFIE:

(At dresser, looking at picture, standing in despondent attitude.)
Nothing much, I don't feel good somehow or other today.

EVA:

Aw come out of it.

(Sits chair R. of table.)

There's always got to be a little connivin' to marry a man. Do you suppose all them swell dames as you see hooked up with some rich man just sat at home and waited for him to come around and marry them. Take it from me, the're wise to more tricks than you ever heard of. It's a hard business, kid, and it takes wise heads to get them.

(Takes up picture and looks at it.)

Whose picture is this?

(Crosses her leg, leans back in a devil-may-care fashion hat set rakishly on one side of head, a satisfied expression on her face.)

EFFIE:

(Looking at pictures)

That's a picture of his mother and sister. His sister's picture before she died.

EVA:

He hasn't got no sister, then, now?

EFFIE:

No. And his mother's so old, she can't move out of the house. He's got a brother though. What do you think? He's a preacher sort of a travellin' revivalist, or something - down South.

EVA:

Introduce him to me. Make it a family affair.

EFFIE:

(After a long pause in which she looks at picture and then looks at Eva- repeated twice- then slowly in puzzled tone)

They're different.

EVA:

Who's different?

EFFIE:
(Slowly, reflectively)
These women - from you and me. They don't look like us. I wonder - what - makes it.

EVA:
(Nonchalantly looking at pictures)
I don't know. Don't see much difference only - they look sorter - hungry.

EFFIE:
(With decisive strength)
This is a DIRTY TRICK we're playing!

EVA:
You ain't yourself today.

EFFIE:
Aw, I wish to God, I'd never been myself. Why couldn't I have been like he. You can look at that face, - his sister's, and tell what she was. Why couldn't we have been like her? I'm not going to do it. No sir. I haven't been wise to what I'm a doin, but I'm gettin on to myself now.
(With earnest resolve)
There'll be no weddin for me today, Eva Tucker - it's me to get out of this.
(Puts hat on head quickly, takes it from table.)

EVA:
How do you think he'll like it?

EFFIE:
O, - I wonder! I wonder!

EVA:
That's the question, Bill.

EFFIE:

For he LOVES me, the only man that was worth a hang that I ever saw, and he loves me. He loves me like he loves his mother and sister, only more more, a million times more than he ever loved anybody and I could make him the happiest man who ever drew the breath of life.

EVA:

(Quickly)

Why don't you do it? You'll regret it all your life if you don't.

EFFIE:

(With sudden resolve.)

I WILL do it. I WILL do it.

(Rising)

Look at that clock! Say he'll be back here in five minutes. You got to be going, - quick! - He mustn't see you here.

EVA:

(Gets up and goes quickly to door R.2. - thoughtfully and slowly.)

Say, you don't think about nobody but HIM. You don't remember when we was little girls, do you? You used to call me "sister" then, and I called you, - I called you - "sis" . Say we haven't kissed each other for years, isn't that funny!

(Quiet emotion)

Would you mind calling me "sister" now, and I'll call you "sis", and then we 'll kiss each other just this time and to - hell with all the junk that's been between then and now.

EFFIE:

Sister!

EVA:

Sis!

(Slowly, with all feeling possible)

Say, honest to God, little kiddo, I hopes you get through it alright. Goodbye!

EFFIE:

Goodbye! Goodbye!

(EVA exits)
EFFIE stands at door, holding knob in hand. After pause, she opens door quickly. Calls - "Eva, Eva" There is no answer. Slowly closes door. Goves over to bureau, raises her hands to take out hat pins, drops head on bureau, sobbing softly, slowly takes off hat, puts it on dresser, goes to table, takes up pictures, takes the handkerchief, she has been wiping her hands with, rubs off the pictures and puts them on bureau again.
Bell rings. She opens door. R.)

ALBERT:

(Enters)
Well?

EFFIE:

(Goes into his arms)
Well?

ALBERT:

(Puts arm around her, they walk across the room to L.They go nearly past the mirror, when Albert stops)
Look, look.
(Suddenly, softly.)
I see a BRDDE AND GROOM. Dear, dear, dear me, aren't we the handsome ones. You know something.

EFFIE:

(Softly shyly)
No, what is it?

ALBERT:

I reckon one half of me is better looking than it ever was before.
(He sits her down in chair L. of table, he sits on foot-stool at her feet, takes her hand in his, kisses it, puts between both his hands.)
Do you hear that?

EFFIE:

(In same soft voice, turning her head way)
Yes!

ALBERT:
Why, why, look at this! What's all the trouble about? If the little girls isn't crying. Now, you mustn't do that. Aren't you all happy.

EFFIE:
(Nods head slowly, after a pause, tearfully.)
Yes!

ALBERT:
(Getting up and putting his arms around her)
Don't you love me?

EFFIE:
(Quickly, emphatically)
Oh, YES YES YES!
(Pause)
What made you love me? I often wonder that?

ALBERT:
I can't tell you what made me. I just know I do. Oh, by the way, I was going to surprise you. I thought my brother was coming today and I wasn't going to tell you until he was here, but he cant come. Something or other has happened, I dont know exactly what, so now, weill have to be married with no one but just ourselves and and the preacher.

EFFIE:
I dont mind that. You'll be there.

ALBERT:
And you, YOU - my little wife!

EFFIE:
(Kisses him on forehead and very slowly and softly says)
My husband!

ALBERT:
You know that is the first time you ever said that.

EFFIE:
IT isn't the first time I ever thought it.

ALBERT:
It's only two hours more before - before you belong to me for ever and ever. My little wife! Then we'll get on a train, and go home, and my tired little heart can rest.

EFFIE:
(With sudden tenderness)
Oh, what's that I want, Rest, REST, Albert!

ALBERT:
You know what I am going to do? I thought about it last night. I'm going to take your mother right off with us this afternnon. You dont think I was going to let her be separated from you like this. No sir-ee. She's going with us tonight.

EFFIE:
Why, why no - oh no, - she can't do that. You see the fact is - well -

ALBERT:
Oh, yes, she can and she must. My mother she is now, too.

EFFIE:
* (Coaxingly)
Well, now - please, can't I have my way this time?

ALBERT:
Why certainly, dear.

EFFIE:

Well, now, just let me manage this.
(Markedly)
Now, I've been thinking and planning - well, I was thinking about mother just before you came in, and I have it all fixed up. Now, for certain reasons, she cant go with us tonight, no, no, - I'll tell you. But after we have been East for a few weeks, then we are going to come back and get her, won't we? That is, if it isn't too much trouble for you?

ALBERT:

(Watching Effie in rapt admiration, seemingly hardly hearing her words.
What nonsense! How could it be trouble for me? Just as you say dear.
(Kissing her hand)
Just think I really have you for good and all.

EFFIE:

And now, now you must go, and I'll - - -

ALBERT:

No more goodbyes after this one. Never again so long as we both shall live.
(Taking her in his arms)
My little child wife! Goodbye'.
(Kisses her, X's door R.2.)

EFFIE:

Goodbye, my -
(Goes to him, very softly)
My Husband!

ALBERT:

My wife!
(Exits, shuts door, immediately returns)
I just came back to say I forgot something.
(Kisses her on forehead.)

EFFIE:
Was that what you forgot?

ALBERT:
No, I don't want you to forget to wave to me this time. I'm going up the street, - the other side.

EFFIE:
Now tell me, - what did I forget it before?

ALBERT:
You had better not this time. I'll be back in just few minutes.
(Exits quickly)

EFFIE:
(Stands in doorway and waves handkerchief. Softly)
Goodbye!
(After a slight pause, looking out, she shuts door, goes to window L., looks up one way, then the other, appears disappointed, then waves frantically, joyfully out of window. Stops drops her face despairingly in hands. Bell rings then a hurried knock. She starts, then knocks again and bell rings again. X'S to door R., opens it.)

(EVA enters folloed by MIKE, half-drunk.)
Eva!

EVA:
(In great excitement.)
I didn't mean to come back but I just seem him go out, and this crazy Mike is still jagged to the ears. I was afraid he'd raise a rumpus and spoil the whole thing.

EFFIE:
Now, what are you trying to do, ruin everything?

MIKE:
(Drunkenly, in loud voice, sitting limply on couch)
I'm in trouble. Give me a couple hundred dollars, and it'll be alright.

EVA:
Now Mike, why are YOU cutting up like this and trying to throw us down.

EFFIE:
(Going to couch)
You'll ruin everything. I haven't got no hundred dollars. Wait until I get married, I'm going to treat you alright. Now you've got to get out, and get out quick too!

MIK:E
Now, don't start any of that kind of talk 'cause when it comes to a show-down, I guess I can be there with the best of you. I may be drinkin' a little, but I ain't drunk.

EVA:
Say Mike, now don't raise no rumpus.
(Soothingly)
This guy will be coming back in a minute. Now, you come home with me. I'll see that you get enough money alright.

MIKE:
(Rising, drunkenly tearfully.)
Kiddo, you're the real thing. I got a feelin' a feelin' in my heart for you. I likes you more and more and more, I, I, -

EFFIE:
(Who has been walking up and down stage in impatience at C.
Yes, Mike, now go, or we'll all be up against it.

MIKE:
(At door.)
Well, I don't want nobody to think I was trying to make trouble for nobody, for I ain't one of them kind of guys. You know,

if you only knew me, - I'm one of the best fellows that ever lived, I am.

EVA:
(Starts him along again.)
Oh yes, we know that, but come on now.
(EVA GETS MIKE over to door R.2., opens it, gets him through the door, MIKE stops again.)

EFFIE:
(On the other side of room, looking out of the window)
There he is. I see him now. For god's sake Eva, get him out of the way.

MIKE:
No, I'm not going yet.

EVA:
Oh yes, Mike, now come on.

MIKE:
No, I ain't told her goodbye.

EVA:
Oh, that'll be alright.

MIKE:
You know - she'd never get over it, if I didn't tell her goodbye.

EVA:
No, No, Mike. not now. He's coming.

MIKE:
(Swinging Eva out of way)
No, nothing of the kind. I ain't goin' to hurt her feelings like that.

EFFIE:
(Taking him by the arm, starts as though attempting to force him toward door)
Mike, in Heaven's name, will you go?

MIKE:
Just as soon as I tell you goodbye, then I'm going.
(Ring at bell.)

EVA:
We'll get him out this door.
(Starting to door R.U.)

EFFIE:
(In frightened subdued tone)
No, no. You'll run right into him.

EVA:
Aint' there no place you can hide us until you get rid of him.

EFFIE:
I don't know. I don't know. Yes, up here, in my room.

EVA:
No, that won't do. How'll we get out without him seein' us?

EFFIE:
Here, I might put you in this closet.

EVA:
Sure, that's the gag. Then when you get him out of this room, we can make a sneak.

EFFIE:
Get a move on you.
(Puts Mike in first closet L.U.)
Now Mike, don't make any noise, and don't come out of here until

I come in to get you, do you hear?
(MIKE nods his head and then shut him in closet. EVA goes in other closet)

EFFIE:
(To Eva)
I'll let you know when the time comes.
(Bell rings again.)

EVA:
(In closet)
Oh my God, I forgot Mother.

EFFIE:
What?

EVA:
Here.
(Alluding to package)
I've got her clothes here. She's She's waiting for me over at my room.

EFFIE:
It's all off now. What's the use of trying?

EVA:*
Be at the telephone - long distance - fake talk to mother, - missed the train - and when you get him out of the way, I'll chase her up.
(Bell rings again.)

EFFIE:
(Runs to door, opens it quickly, very excited manner as ALBERT enters)
Oh, It's you. I was in the other room. The telephone bell is ringing too, excuse me.
(Runs to phone R. just above door - at telephone)
Yes, yes, here I am now. Yes, this is Miss Effie Tucker. Yes, Yes. Aw, why is that you, mother? Yes, hello, hello, what is

it? You can't come? Hello, hello!
(ALBERT puts hat on table L., also small box containing orange blossoms.)
(Still at phone, in whisper.)
That's alright Central nothing, keep off.
(In loud voice)
Oh, I'm so sorry you missed it. Well, I'll put it off, yes, I will. I'll put it off. What? Superstitious? Well, if you say so. Bad luck to put it off.
(Reluctantly)
Alright mother, I'll promise but I'm so sorry. 4 O'clock. Well, goodbye, goodbye.
(Hands up receiver. To Albert)
Oh, isn't that terrible. Oh, I forgot I want you to talk to her.
(Runs back to phone.
Hello, Hello, Central what was that number? Oh, you don't know. alright.
(Puts up receiver - to Albert)
I wanted her to talk you too. It was from mother. Isn't it terrible, she missed the train.
(Bell rings again violently.)
Yes, that's alright Central, nothing at all. Thank you.

ALBERT:
She'll be here at four o'clock. We'll have to postpone it.

EFFIE:
Yes, that's what I said but she said if I did, she wouldn't come at all - she's superstitious about postponing a wedding, so that's why I promised her I wouldn't. Was it wrong?
(With frightened timidity)

ALBERTE
(Assuringly)
Why dear, of course not. I am superstitious too about not getting you soon enough. Little dearie heart. They do say it's bad luck though, - and if she feels that way about it, - is it wrong? - I don't think anything you do, could be wrong, and you don't mind, do you, because it's such a simple, funny, unconventional sort of a wedding. No church, no music, nor anybody but just I, in this little place.

EFFIE:
Do you think that would make any difference with me? I don't trouble about those kind of things any more. It's just that everything's wrong when you are away and everything's right when you are here.

ALBERT:
Dear, tell me, shall we be married in this room?

EFFIE:
(Quickly, emphatically, thinking of Mike and Eva)
No, no, Oh no, not this room.

ALBERT:
Well, why not. This is much the larger room.

EFFIE:
No, the room is there. I like so much better. I call it my little room. This is too big.

ALBERT:
Sweetheart, just as you say.

EFFIE:
Would you, - would you mind waiting in the other room just a little while.

ALBERT:
No, certainly not.
(Looking at clock)
Why, it's only half an hour more. I didn't think it was so late.

EFFIE:
Oh, dear me, I'll never get ready in that time. Just a few moments, just a few and then -

ALBERT:

Forever and ever!
(Exit in upper room R.)

EFFIE:

(Runs to closet EVA is hidden, Eva comes out of closet.)
Sneak, Eva, quick! O, this is terrible.
(Then goes to where Mike is concealed, opens door.)
Mike, Mike, come out. My God he's asleep. Mike, Mike, wake Up! Oh, I cant wake him up.

ALBERT:

(In other room)
Oh Effie, just a moment, I forgot something.

EFFIE:

Not now Albert! In just a minute.
(To Eva)
He's asleep. What shall I do?

EVA:

(At Mike's closet)
He's drunk, you can't wake him up. Let him sleep it off. As soon as you get the thing over, get some excuse to get out of the house, and then I'll get him out.
(Shuts herslef in closet)

EFFIE:

(Shuts Mike's door, looks quickly around, then calls to Albert in other room.
I'll be ready in a few minutes.)
(Exits into room U.C.)

(Silence in room for short time, then kick and groan from inside MIKE's closet.)

ALBERT:

(Calls from room)
I'm coming.
(Enters.)

I forgot.
(Sees that Effie is not there, goes quickly to table, picks up his hat, starts back to room. As he is nearly at door, there is a groan and another kick from Mike. Albert stops, looks anxiously around, and then goes to door R.U. As he gets to door, moise from closet is heard louder than before. Albert again stops, comes back into room, then the noise still louder is heard. Albert goes quickly to closet in which Mike is hidden opens it. MIKE is discovered on the floor wiping his foreheard.)
Well, what in the world is this?

MIKE:
(Placidly)
Say, kid, it's hot in here.

ALBERT:
Well, who are you?

MIKE:
(Softly)
My name's Mike.

ALBERT:
Yes, I imagine. What are you doing here?

MIKE:
I needs the money, Bill.

ALBERT
Well, I must confess you are the most candid burglar I ever met in all my life.

MIKE
Kiddo, you does me wrong.
(Comes out of closet)
Kiddo, they didn't want ke to see you, they're ashamed of me. Say Bill. She's alright. They don't make em better.
(Sits limply on chair L. of table.)

ALBERT:

(Quickly, sharply)
You stay where you are.
(Goes over to telephone, takes down receiver)
Is this the clerk? Send up an officer at once. I have caught a thief in the room, yes, a thief. O, I'll keep him alright.
(Puts down receiver goes quickly in froht of door.)

MIKE:

Aw to hell with you.)
(Albert takes Mike by throat, slight struggle. He throws Mike down in chair R. of table. Eva comes out of closet)

ALBERT:

Oh, there's a pair of you, I see. I've seen you before. Say you do this kind of work too, eh?

EVA:

No, nuthin of the kind.

MIKE:

Say mister, you're making a hell of a mistake here.

EVA:

(D. of table, advancing.)
We got in here by mistake. My brother was drunk and I was trying to take him home. That's all, and the door wasn't locked and then we came in, and the lady that lives here came to the door and we hid in here. Let's get out of here now before its too late

ALBERT:

Too late for what?

EVA:

You let us go now.
(Bell rings)

ALBERT:
Don't trouble, I'll let you go, both of you.
(Goes quickly to door R. opens it, 2 police officers and clerks enter)

CLERK:
Well, sir - what's thr trouble?

ALBERT:
I found these people in the closet of this room.

CLERK:
Oh, burglars, eh?

ALBERT:
No noise, please. I don't want to frighten her.)
(indicating Effie's room.)

LST OFFICE:
(Goes over, standsR of Mke. 2nd Office stands L.of Eva)
Well, we'll attend to them, sir. They'll give you no more trouble.

MIKE:
(Who is standing by Eva.)
You're making a hell of a mistake here. We ain't no thieves. I'm a friend - of - the - lady you are going to marry.

(OFFICER looks questioningly at Albert.)

EVA
(Whispering to Mike)
For God sake, keep still.

MIKE:
Not by a dam sight.

ALBERT:
Officer, the man is drunk, or crazy.

MIKE:
(Sobered by fear, very intense rapidly).
What I'm tellingyouse is the truth. This girl here
(Referring to Eva)
is her sister, and we was here to see her before she gets married to you, and she hid us in them closets and that is all there is to it.

(EFFIE enters from upper door C. POLICE step back as though undecided what to do.)

POLICE OFFICER:
Is this the lady? Do you know these people?

EFFIE:
Which two people?
(OFFICER points with club to Mike and Eva)
(Coming C.)
Why these people, - these people -

EVA:
(Breaking in loudly, swaggering in front of Effie.)
Aw Mike, what's the use of making a bluff like this. We never set eyes on this dame before. We just got a little jagged and got in the wrong house. I'll go with you alright, old boy I can prove who I am.

SECOND OFFICER:
Oh. You can, you can. We'll see about that.
(Goes to Eva)

FIRST OFFICER:
Now, that's something like it.
(Puts hand on Mike's shoulder)
Come with me, my man.

MIKE:
No, it ain't so. I tell you. It ain't so.

OFFICER:
(In loud threatening tone)
Didn't you hear your partner just own up to it?
(Takes Mike off R. Clerk follows)

EVA:
Say mister
(To Albert)
would you mind looking in that closet, I think I dropped my pocket book.
(Albert goes to closet)
(To Effie)
lady, I'm sorry we butted in on such a day as this. Don't worry about me none. I guess I have a friend who will help me out this evening, me and my pardner O.K. Don't say nuthing about it lady, not a word.
(With a sudden movement drops back a couple of steps putting herself close to Effie)

EFFIE:
(Whispers quickly)
Yes, yes.

EVA:
(Whispering)
Alright, keep the game up.
(EFFIE turns up stage)
(Back to Office who has turned toward her, to officer)
I'm with you.
(In loud tone)
Sure lady, don't you worry none.
(As Albert turns from closet.)

ALBERT:
I guess you made a mistake. There's nothing there.

OFFICER:

Come on with me, you.
(Clerk enters from R.U., stands in doorway.

EVA:

(At doorway)
Sorry to have troubled you. Much obliged kiddo.
(ALBERT closes door R.2.)
(EFFIE X's slowly to dresser, looking vacantly into space.)

CLERK:

(Coming down C.)
I am very sorry, sir, very sorry, and you too Madam, that such a terrible thing as this should happen, and at such a time as this tool
(EFFIE comes forward, looks into mirror, brushes her hair back with her hands, turns, looks at Albert, X's in the same abstracted manner to L.C. of table, sits, looking into space.*

CLERK:

Can I hellp you, sir, in any way, I'll -

ALBERT:

(In some embarrassment)
Thank you. If, - if - you would - things are a little unconventional, if - I am expecting the minister any moment. If you would meet him, and take charge of things, - a little and act as a witness, - I'll - -

CLERK:

Why, gladly. I understand.
(Smiling)

ALBERT:

In that room.
(Going L.U.

CLERK:

(Following)
Certainly, sir, with pleasure.

ALBERT:

In just a minute we'll be ready.
(Bell rings. Albert goes through room. R.U. The Clerk in adjoining room, closes one of the folding doors. As he starts to close the other door, Albert enters accompanied by minister. They are seen through open doorway inadjoining room. They all bow ceremoniously. Clerk stops in bus. of shutting other door and with minister goes L. Albert enters closing door behind him at Door L.U.)
Well, ddear, are you ready?

EFFIE:

In just a minute, Albert.

ALBERT:

(Coming down stage.)
I'm sorry.
(Comes over to her, puts arm around her)
I't all upset you. Now, we can't have that on your wedding day.
(He kisses her on forehead and eyes as she sits motionless in chair.)
Why dear, I forgot something.
(Goes to dresser, and gets box of orange blossoms)
What sort of a bride would you be without Orange Blossoms?
(With playful tenderness)
Why, whoever, heard of such a thing?
(Kneels down at her side, pins on the orange blossoms)
They are awfully pretty, aren't they, dear?

EFFIE:
(In far away voice)
Yes, oh - yes.

ALBERT:
Like the blossoms that blossomed in my heart the first day I saw you sweetheart. Do you know what I said to myself then?

EFFIE:
(Thoughtfully, slowly)
No, what did you say then?

ALBERT:
I said to myself that whatever might happen, I was going to have you for my wife, and so I have.
(Clock strikes two)
Listen, dear, it's two o'clock. Come, didn't you hear? They are waiting for us.
(Knock at door R.U. Albert goes to door)

EFFIE
(In far-away voice)
Waiting - for - us.
(Albert opens curtains.)

CLERK:
(In curtains with simple dignity.)
Pardon me sir, but I wanted you to know that everything is in readiness, and the - the minister has arrived.

ALBERT:
Very well, sir. In just a moment.
(Clerk exits, draws curtains. Albert X's to Effie, takes her hand, holds it between his, stands with head bowed for a moment, then lifts his eyes to her.)
Do you know what I did just then?
(With simple earnestness.)
I prayed that God would never let you through one day, regret this day, dear.

EFFIE:
Oh! Oh!O
(with hardly heard moan of despair)
What was that you said about the first time - you saw me? That no matter what might happen, you would have me - to be your wife.

ALBERT:
Yes, dear, yes.

EFFIE:
(Rises from chair, stops, looking across table at Albert, with great sorrowing voice)
HOW MUCH YOU LOVE - - HOW MUCH YOU TRUST, - OH -
(Looking up despairingly)
Help me!

ALBERT:
(After pause, in low wondering tone)
Why, Effie -

EFFIE:
DON'T, DONT look at me - cause I cant say it with you looking like that, - OH, I wanted to so much, - so much.
(Slowly. hesitating, feeling her way)
You know that woman, - that woman that was here, - that woman -

ALBERT:
(In quick, decisive tone)
Don't mention her again. I met her once. I know what she is. She's nothing but the scum of the streets, - that's why I -

EFFIE:
(Desparately)
Oh God Help me, - 'cause what that man said - was true - that woman was my sister, and I, too, aint nothing but the low-down scum of thestreet.
(In self-hurting bitterness)

ALBERT:
(In breathless bewilderment)
Effie, Effie - what are you talking about, - no, no, - it cant be true, - you -

EFFIE:
(In depth of self-humiliation)
It can be true, - and it is.

ALBERT:
No, no.

EFFIE:
Yes, every word of it.

ALBERT:
(In sharp quick tone, as though trying to bring some one back into consciousness)
No, no, - why Effie, - don't stand there like that, - why what's the matter with you?

EFFIE:
Oh please, you mustn't look like that. It cant make any difference to you now, - now that you know what I am.

ALBERT:

You - you - that - - -

EFFIE:

(In the very depths of suffering)

Yes, yes, me - the goody-goody girl, that pretended to be so sweet, all lying - the letter I got was just a scheme.

ALBERT:

(Interrupting)

But why all this - why, why?

EFFIE:

Just for money, that's all. It all came from that night my sister met you in the Cafe, and knew that you had money, and no woman as you knew was bad could get it, so we fixed up this scheme for me to go up to the hop fields and play that I was innocent, and that's how it happened.

ALBERT:

(In stupor of agony)

Yes, that's how it happened, Oh, I see now. I see - fool, fool - Father forgive us, Merciful Father forgive us.

EFFIE:

(Going on in self-hurting determination as though trying to clear it all out and be done with it.)

Just like schemes I've done before in my life, lying and scheming- and all that. I was raised up to it, and never though much about it, till you, you - till now, - that letter I got from my mother was just part of the game to get money, - I haven't got any mother, never had any mother that I know anything about. I thought, it was just like the others, - all a joke at first - all those nice good things you talked about, - at first I thought it was all junk, and then, this is the funniest part of it all, - I got to believing in them myself - I got to see how beautiful it all was, and how rotten I was, - and then, O then I wasn't happy any more. I was so mixed up with the lies I had told, I couldnt do nothing, - I-though I did want to tell you all about it. I got to hoping that what I had done might not make much difference after all, but what I am now and what would be, would make it alright, - so I thought at first I would marry you, and be the best wife any woman could be, and it would be alright, but when you wouldn't believe what Mike said about me just now, I knew I had to tell you everything, - one thing more,

please, I suppose it wont make much difference now, but please I want to tell you everything, I've been through I never was

(In low awe struck tone(

I never was one of the real bad kind, I mean that wrong way - with no man - please wont you believe that anyhow - aw, I'm sorry - I'm sorry - honest to God, I'm sorry enough to die right now, but I didnt mean it to be like this.

(There is a long pause, Albert lifts his head staring into space and then drops it again.

(EFFIE in terror from his silence)

Say something, don't keep still like that. I just want you to know one thing, now and for all my life, I'll be different - you believe that, - please tell me you believe me -

(Albert makes no reply)

Wont you? - wont you - say something to me?

ALBERT:

(In quiet, natural key, weighing every word, looking directly in front of him)

It must have been very funny to watch me being such a damn fool.

EFFIE:

Oh don't - dont say that.

ALBERT: It's a queer world.

EFFIE:

(Taking Albert's natural commonplace tone)

Yes, that's true enough, God knows.

ALBERT:

Well, what are you going to do now?

EFFIE:

I dont know, exactly. I never thought about that at all.

ALBERT:

(Bitterly)
No, I suppose not. It doesnt seem youve thought much about anything. You, YOU O are such a THOUGHTLESS soul

EFFIE:

Yes, I guess I am, and now, now
(Moaningly)
Oh, this is the END OF IT ALL.

ALBERT:

(Springs from chair - torrent like in terrific outbreak, yet more in s ffering than vindictiveness.)
Yes, this is the end of it. I should thank GOD it IS. The END OF IT, YOU and your low schemes and traps and filth and LIES, LIES, LIES --- I ought to kill you before you've made more hell like you've made for me now.

EFFIE:

(With hysterical rapidity, all possible passion and intensity
That's right, I wish you would. Honest to God, - honest to God, I wish you would kill me now, for I want to die. But can't you see I'm not the same woman now I was then. YOU, YOU HAVE MADE ME DIFFERENT.

ALBERT:

Different ? - you different? All this that's been between us has been nothing but rottenness from first to last. Aren't you satisfied now? Now that you've made me the biggest foold God ever put breath into? What more do you want? Are you satisfied now?

EFFIE:

Don't, - don't think I want you to marry me. I wouldn't have you soil yourself because you are like God, you are. I don't want you even to seeme again, but please tell me you believe me.

ALBERT:

Believe you, - YOU, you who have never told one single truth since the first day I saw you? After all this, you ask me to believe you?

EFFIE:
Yes, yes, for it's the truth.
(ALBERT is standing to one side of chair R. of table. EFFIE throws herself across chair, clutching wildly at his coat.)

ALBERT
(Now losing all control of himself.)
The truth, THE TRUTH, yes, yes, I know. Now let me go, and tell those people that are waiting what a fool you've made of me. TAKE YOUR HANDS OFF MY COAT.

EFFIE:
Tell me you believe me.
(Telephone buzzer rings)

ALBERT:
TAKE YOUR HANDS OFF MY COAT!
(EFFIE catches hold of his hands as he takes hers to throw her off. He struggles with her, going to door.)

EFFIE:
(In hysterical repitition.)
Don't leave me like this - not like this, - Albert, Albert, - just that you believe me, that's all.

ALBERT:
(Losing all control over himself.)
Let go my hands, I say. Let go, YOU AND YOUR LIES FOREVER!
(Exits slamming door behind him)

EFFIE:
(Crouching on floor by door moaning.)
Albert! Albert!
(Telephone buzzer which is just above door rings insistently. After a pause, EFFIE, who is still on knees, takes down receiver trying hard to control herself.)
Well
(Pause)
It's alright, EVA, YES - EVERYTHING - WILL BE - ALRIGHT.

(Pause.)

YES, - YES

(Weakly puts up receiver, then sinks in a heap on floor, one hand holding receiver.)

* C U R T A I N :

"A FOOL AND A GIRL"

ACT IV

ACT IV

Five years are supposed to have elapsed between Act III and IV

SCENE: - Interior San Gabriel Hand Laundry, Los Angeles, day after Christmas. Door U. C. leading into street; it has a sliding pulley and rings on all exits and entrances (not a jarring bell). R. is an ordinary office desk, on top of desk, a pile of sensible looking books R. 2. door leadingto other room. L. against wall, shelves for the finished laundry packages. L.U. against wall, one ironing board. Behind glass door L.C. is seen the ironing room with five girls working. R. C. A big open window; across a triangular grass plot is seen the street. There is a picket fence very close to the window. In the grass plot is an orange tree with ripe oranges and white orange blossoms on it. In the window, pots of poinsetta, also Holly used for decoration; a vine of roses also running up window sill R. outside. There is also a counter in front of the boxes holding the laundry. In front of the counter are two stools. Laundry slips other papaers on counter. In C. by window, there are racks holding finished shirt waists, and fine lace. Opening of act windows are wide up, bright sunshine outside. There is a general atmosphere of brightness, summery warmth and beauty. Everything giving atmosphere of scrupulous cleanliness and freshmess. Through the window, smoking a cigarette is a Mexican, leaning against picket fence. There is heard from down the street, the music of a hand organ playing, "In the Good Old Summertime". Street calls from a fruit pedlar, "Oranges, oranges, sweet oranges (coming nearer) Oranges, sweet oranges, here your nice sweet oranges, two dozen for five cents. Oranges, Oranges." He is seen to pass the window, calling up to houses on each side, "Oranges, Oranges". and passes on down the street. A grocer boy pushing a two-wheeled car comes in

front on the window, takes out a package, exits, comes back and starts on leisurly down the street.

BOY enters with basket of packages supposed to be laundry just gathered. Takes them in to inner room where GIRLS are ironing, then comes out, takes packages out of shelves, goes over to door R. calls into other room.

BOY

Miss Tucker - say, do you want this stuff delivered to the Lankershim Hotel?

EFFIE:

(From inside room)

Yes, you want to get it over in a hurry too . Also the packages for the Angelus.

BOY

Alright, - I'll hurry alright.
(Takes packages, exits door R.U.)

SNIPKINS:

(Enters from U.C., very hurriedly, carries packages and papers, he is short, fat bow legged, bald headed, mustache turned sharply up at corners, with a busy nervous manner, Cannot speak too quickly or move too hurriedly.)
Merry Xmas everybody! Merry Xmas and a Happy New Year!
(Goes up to door opening into work room, opens the folding doors, calls into room.)
Merry Xmas and a Happy New Year girls!

GIRLS:

(From inside)
Happy New Year! Merry Xmas, Mr. Snipkins.

SNIPKINS

(Shuts door, goes to door R.2., calls)
Miss Tucker, Miss Tucker, Merry Xmas, and a whole lots of

Happy New Years.

EFFIE:
(From inside room - much more refined accent than used before, speaking in tone of the ordinarily fairly educated woman.)
Same to you, Mr. Snipkins.

SNIPKINS:
(At door.)
Did you get your receipt for the rent, Miss Tucker?

EFFIE:
Oh, yes, I got it alright, thank you.

SNIPKINS:
That's alright, Miss Tucker. oh, I got a great Christmas present. Bet you can't guess what it is. Miss Tucker, got the greatest Christmas present - it's over at the house. You know what?
(Whispering low)
A baby, yes sir, yes sir, a baby, boy, boy,boy.
(In great excitement)
Oh, ain't we devils!

EFFIE:
(From inside)
Oh - why Mr. Snipkins, well - let me congratulate you.

SNIPKINS:
Well, I should say. Ain 't it the Merry Xmas! You know I had nothing but girls - Merry Xmas after Merry Xmas, and nothing but girls. Every Merry Xmas a girl. Don't know why it happened just seemd to come round that way. Christmas and a girl - fat, girls, thin girls, reheaded, brown-headed, all kinds of girls, girls, girls; ANGELES - mind you, that is almost anyhow - but all girls. Now I've got a BOY. Oh, ain't we devils!

EFFIE:
Well, I'm awfully glad Mr. Snipkins, I hope -

(laughs)
I hope you many more of them. I mean boys.

SNIPKINS:
Thank you, thank you, I just came int o tell you the news, and to wish you a Happy New Year, and take a little time to tell you how much we like you here in the house. Say Miss Tucker, if I thought all the girls would turn out like you, I wouldn't mind how many I had. Hones - I wouldn't - no joking.

EFFIE:
Why thank you, Mr. Snipkins, very much, I assure you. You must pardon me for not coming out but I've got my hands all mussed up in this work. I'll be through in a minute, then I'll talk to you.

SNIPKINS:
No, I wont have time. Say, Miss Tucker, you remember fives years ago today?

EFFIE:
Five years ago today?

SNIPKINS:
Yes, when you started to work in this place for five dollars a week, running the iron up and down, up and down, from morning to night, my - you certainly did work. I knew it - cant fool me - I knew it then, - I said to my wife - that girl dont get married, she'll own this business some day, and you do own it, all of it, and its the finest Fancy Laundry in Los Angeles.
(More serious tone of voice.)
Well, goodbye, I just wanted to drop in on you, and tell you the good news. The best New Years in the world for you, and a whole lots of them.
(Back to original bright tone.
Come up stairs just as soon as you can and see it. Eleven pounds. Goddbye, Happy New Years! Happy New Years'.
(YOUNG GIRL, neatly dressed, clean bluechecked apron, comes out of ironing room, carrying shirt waist all ironed, excepting one sleeve goes across the room, calls)

GIRL:
Miss Tucker? Miss Tucker?

EFFIE:

(From inside room.)

Well, what is it?

GIRL:

(In doorway.)

Please, Miss Tucker, I want to know if I - oh, I hate to ask you since I just had a holiday, Christmas and going to have another one so soon - but my cousins from the East - and all of them, wanted to go out to the Ostrich Farm this afternoon. - never seen no ostriches, and this is the last chance, and I thought maybe if I worked right hard, and finished my lot, I might get off this afternoon -

EFFIE:

(Comes to doorway, stands in door. She has a little streak of grey hair L. side of forehead, otherwise very little changed in appearance save for a sweetened beauty in her face. While much quieter and more reposed in manner, still keeps her old charm, and is full of naturalness and brightness. Wears a white linen dress, as neat and pretty as possible, but in character with the surroundings. She is head of the establishment, and is not supposed to do the hard work now attending to the business part of it, medning helping out generally, but all through the act, she WORKS, trying to keep away from the old stage idea of MUCH TALK and NO WORK, lightly.)

Well, tell me one thing?

GIRL:

Yes'm?

EFFIE:

(Teasingly)

Is it that red-headed grocery boy you are going with, because if it is, - one thing I never could stand for, was a red-headed man.

GIRL:

Now, Miss Tucker, you mustn't say one word about him - he's -

EFFIE:
Auburn hair, isn't it?

GIRL:
Now, I wont need to get off until about half past two. I can stay 'till then.

EFFIE:
Alright, I guess so.

GIRL:
(Beamingly.)
O, thank you, thank you Miss Tucker.
(Starts back to room.)

EFFIE:
(Calling to girl.)
Here Lizzie, you give me that shirtwaist.
(Still in teasing tone.)
I wont have any of my fancy shirtwaists ironed by a girl who cares for a red-headed man.

GIRL:
No, I'll finish it Miss Tucker, and all the rest of my lot before I go.

REDDY:
(A little girl about nine enters hurriedly from U.C. cheaply dressed)
Oh, Miss Tucker, I want you - - -

EFFIE:
Well, Reddy, what's all the trouble?

REDDY:
(Turns to window)
O, I'll wait till you get through talking.
(EFFIE AND GIRL have hold of shirtwaits.)

GIRL:
Yes, I'll finish it all Miss Tucker. Then I can go.

EFFIE:
(Good naturedly.)
Oh, go away - get out of here - hurry up, hurry up, I dont want to see you again till day after tomorrow.

GIRL:
O, thank you, Miss Tucker, thank you.
(Goes quickly into ironing room, can be seen putting on hat,etc.)
(EFFIE takes shirtwaits and goes to ironing board,L.U.)

REDDY:
Look what my cousin sent me from New York - Christmas card with snow on it.

EFFIE:
Oh my gracious me - ain't it just grand.

REDDY:
Yes'm that's the kind of Christmas I'd like - where it snowed, and sleigh bells and cold.

EFFIE:
Well, I should say so.
(Starts to work with iron on shirt waist she took from girl on ironing board against wall. L.U.)

REDDY:
Say, don't you ever get tired of working?

EFFIE:
(Offhand tone)
Yes, once in a while.

REDDY:

Say, its hot today, ain't it?
(NO answer. After a pause.)
Say, its hot today?

EFFIE:

Yes, it's rather warm.

REDDY:

You like to iron? I think it's rotten. Say - what do you do with all them books?
(Pointing to books on desk.)

EFFIE:

(Smiling)
Read them.

REDDY:

Say - - do you like books?

EFFIE:

Sometimes.

REDDY:

I see you reading em like you like em. Say - I think they're rotten. Paw says books never done nobody no good - guess he knows.

EFFIE:

Reddy?

REDDY:

Yes'm.

EFFIE:

Come here.

REDDY:

Yes'm.
(Goes to Effie.)

EFFIE:

Your face is dirty.

REDDY:

I know it.

EFFIE:

I won't love you any more if you don't keep your face clean.

REDDY:

(Confidently)
Oh, yes you will. You always love me - cause you know nobody else does.

EFFIE:

Now you mustn't talk like that - there's your father and mother.

REDDY:

Oh, nixie, they got oo many - can't spread it around to all of us.

EFFIE:

Oh yes they can.
(GIRL comes out of work room with hat on, steals softly up to Effie unseen, kisses Effie, then runs across to door C.)

EFFIE:

Oh, aren't you ashamed of yourself? Why - you scared me.

GIRL

(At door.)
Merry Xmas and a Happy New Year to you by the bushel, Miss Tucker, Goodbye.
(Exits quickly.)

REDDY:
Say, you 're funny you are.

EFFIE:
You think so?

REDDY:
Yes. You ain't got no husband or fellar or nuthin. Guess that's why you like me.

EFFIE:
(Comes to stool at counter L., bringing shirtwaist she has just ironed, sits at stool, takes needle and thread from work basket on counter, begins to sew)
So, you've reasoned it all out. Dear, dear, aren't you the wise one?

REDDY:
I'm pretty smart alright. Say I feel rotten - fixing up all week to go down town, and now maw wont let me - cause I was bad.

EFFIE:
(Raises her head at this and smiles meaningly.)
Is that so? Well, well!

REDDY:
(Pointing at streak of white hair.)
Say, what makes that? Part of you is an old lady, ain't you?

EFFIE:
(Slowly.)
Yes, part of me - is an old lady.

REDDY:
What done it?

EFFIE:
(Still sewing a light natural tone, yet bringing out the deeper meaning, behind it.)
Well, dear, you see once when I was a little girl, a bad, bad little girl - I wanted to go to a certain place with somebody - just like you - oh, such a beautiful wonderful sort of a place, and because I was a bad little girl, I COULDN'T go, and you see I wanted to so much - I just sat and cried and cried all day, and all night - and the next morning my hair was just like that. Now, you see that's what you get for not being GOOD.

REDDY:
Gee, I bet you was good some after that.

EFFIE:
(Tenderly taking Reddy in arms)
Well, I tried to be
(Rubs dirt off Reddy's face with handkerchief)
and I never, never let my face get dirty like this.

REDDY:
Well, why didn't you do what your maw told you? Then you wouldn't have been bad.

EFFIE:
Well, you see some people don't have maws to tell them things like others.

REDDY:
Gee, I'd like that.
(Whistles blow, woman's voice calling REddy, REddy, you come on here now)

REDDY:
There's maw. It's twelve o'clock. I got to skidoo. Well, goodbye. Happy New Year.
(Exits.)
(GIRLS all come out of work room and exit.)
(MAN enters with package, puts it down on counter.)

MEN:

When can I get this?

EFFIE:

Can't let you have it before next Monday.

EMEN:

Next Monday?

EFFIE:

Yes. Holidays you know. Work goes on pretty slow.

MAN

(Starts up stage.)

O, that's soon enough.

EFFIE:

Thank you.

(MAN EXITS.)

(Enter EVA - same old EVA decidedly fresheer and older looking - must look as though taking on the "Forty-Fat" a little double chin, but dressed all in black with jet beads and forebelows)

EVA:

Happy New Year! Say, my God, I've been Merry Christmasing all over this bum town - ain't it the limit!

(Stis on stool by counter.)

Say kid- you know it's the greatest bunco business in the world, this Christmas business. Here I grind out thirty-nine dollars and a quarter's worth of Christmas presents to people who don't put their hair up right anyhow, and all I gets in return, is Three Handkerchief, a Chinese pocketbook, and a pair of red garters, Kid, it's the limit. That is, of course outside of what you forked up.'

EFFIE:

(Laughingly working at ironing board.)

Oh go on with you, what are you talking about? You make more noise than a ten year old thrashing machine.

EVA:

Say, what's the matter with you? What are you working for? Day after Christmas - you do nithing but work, work, work, all the time. Say, but that's a bully Christmas you gave us. Say, you should have seen Ellwood's face when I told him Mike and I was married - and going down to San Jose to live on the fruit ranch that you paid for out of the laundry business. Say kid, he nearly fell in a trance - all he says was - "YOU on a fruit ranch and YOU married!" I said sure "married" - why not - I tells him we've reformed. I told him I had to - getting so fat and old - nothing else doing - wear black now all the time. The married part hit him worse - I told him I was the originator of the "Trial Marriage Business" I had Mike on trial for ten years. Say, kid, this reform business is alright, but it's damn hard work.

EFFIE:

You think you are reformed? That's what you call it?

EVA:

Sure, kid, Mike and I BOTH have reformed. What do you think we're going down on a fruit ranch for. Say, it's an awful jolt- you know coming up on the street car, just a minute ago, there was a guy comes in the car and sits down right by me - he had on a New Year's souse that was a peach. We was the only ones in the car too, and he sat down there, with a sparkler in his shirt from big as ahen egg, and all you had to do was just reach out and get it. You know my fingers played the piano in front of that sparkle something fierce, and I kept saying to myself - "No down to the fruit ranch, nothing doing, let it alone". When he got off that car, kid, there was tears in my eyes.

EFFIE:

Oh, go along with you.

EVA:

No, honest kid, I got to settle down. I'm getting so fat, look at me. Oh, every dog has his day, say, honest, I hate to see you working and slaving away here like you do. Say, what's the matter with you, anyhow?

EFFIE:

Why, what do you mean?

EVA:

Say, why don't marry that Albert Holly, and be done with it, instead of working like this. Haven't you proved what sort of a woman you are, after all you've done? Is that what's the matter with you? God knows you're stuck on him hard enough. He's the only man I ever saw you wink an eye lash for. Now he comes around every six months, looks as solemn, as a Hebrew undertaker, says "Well, this is my day - I'm asking you again - Will you marry me?" Why don't you say "yes" and do it, instead of working around here and looking sentimental every time that dago starts up on that "Da, da,da,da, -

(Doud and strident - air of La Gala Drina)

and feel like you were abused. Say, you must pay him to play that - nixie that junk for me - Nex time, he stalls around, take it for me kid, you look sort of bashful like, then reach out with a strong arm, and grab him by the neck and say "Youse is the kid for mine", then telephone for the preacher, and fifteen years from now, I'll come around say "How do do to all the kids. No, say, Honest to God, you won't be young and pretty all your life you know. You want to get wise.

EFFIE:

You don't know what you are talking about, Eva. I don't want you to say anything more about this now. Of course, I know what you mean, and I know you always mean alright. That big old heart of yours is almost as big and loud as your mouth. You never meant any harm to anybody.

EVA:

Go, on, kid, you'll have me doing the weeping act. Cut it out, cut it out, Nixie.

EFFIE:

(Leaning over counter.)

Now, I've given you this little fruit ranch for yourself and Mike, and I'm not telling you what either one of you should do, or ought to do. There's plenty of money in it, if you want to stick to it, and you know - that trouble you got in last year.

EVA:

Breathe it low - kid - that scared me out of seven year's growth. And it put Mike on the bum for the rest of his life.

I'm not going to take any chances like that any more.

EFFIE:
Well, why don't you just go down to the place, you and Mike, and settle down. You know, Eva - I don't do much in the preaching line - I'm just telling you the truth of one who's been up against it all and found out you have to WORK to get any happiness out of life. Work, work - it's the greatest thing inthe world - I have had more happiness flirting with the festive iron here, than I ever got out of all the rest of it.

EVA:
Sure Bill, I know you're right, if you only can get started. You know when I get a good streak on, I go out - and get down on my knees in the kitchen - and scrub the floor, and I get through - I feel that virtuous - I could wink at an angel.

EFFIE:
(Laughingly, yet with sympathetic tenderness)
No, no, now hush that nonsene. I do wish you'd make up your mind to settle down.
(Eva smiles)
There now, don't smile like that.

EVA:
I can't take it serious, there's no use. Life's all a joke to me, kid. I can't make anything else out of it. I try - honest but nothing doing. But don't you worry you'll never have any trouble from me.

EFFIE:
Well, thatus all with you. Now as for me, Eva, for once and all at a certain time, five and a half years ago, this some one you are talking about, said certain things to me - some terrible, terrible things - and I can't ever hear them said again.
(This very marked and final)
I can't even have the chance of - no, I've had the happiest days of my life right here with this.
(Picks up the iron)
running it up and down and smoothing yellow linen and making it white, white, white.

(Change of tone)
It gives you a great appetite too, and I sleep at night better than I ever did in my life ~~before~~ before - and there you are.
(MIKE enters. Has on big Chinese straw hat, he stands in doorway looking sheepish)

EVA:
That's him. Ain't he wonderful!

EFFIE:
Good morning.

MIKE:
(Who is under the soothing influence of a fairly well advanced jag.)
Good morning, everybody. Say, did you know something? This is a very Merry New Year.

EVA:
(Placidly)
What's the matter, Mike? What are you doing, taking on a New Year's souse?

EFFIE:
Why certainly not. He's just drank a few toasts to the New year, that's all.

MIKE:
No, not all. Five toasts to Merry Xmas, and seven to Happy New year, and now, I'm going to reform. Reforming is the noblest work of God. This coming New Year. I am going to be a different man. Goodbye. See you down stairs, Eva. Happy New Year!
(Exits)

EVA:
Well goodbye, Kid. I guess I had better go down and see what he don't get any more. Goodbye. Honest, kid, now don't you worry about me. Everybody's got to go their own way, and I'M alright - say kid, I've seen a lot of imitations, but you sure are the real goods Goodbye!

(Goes to door.)
Say, ain't mIke a wonder? Have you noticed anything about him peculiar recently? More and more I notice it every day. It just grows on him. More and more he is getting to look like Anthony Comstock. Aw, quit your kiddin, well Goodbye.
(Hand organ playing in distance "Good Old Summertime"
(EFFIE crosses to Eva, puts arm around her.)

EFFIE:
Goodbye. Happy New Year, Eva.

EVA:
(Looks at her for a long time in silence with a slow but tender smile upon her face, then kisses her on forehead, and says, in low quiet voice)
Happy New Year - LITTLE KIDDO!!
(Exits)
(There is a slight pause. Effie goes to Window. Eva and Mike pass the window, wave their hands back to her. As hand organ get in view, Eva stops him, gives him money, smiles and sayd "Da,da,da,da, - La Gala Drina - same as before.)

EFFIE.
(Laughingly, calling out window)
Oh, aren't you the foolish one.
(EVA laughs, waves her handkerchief, calls "Goodbye" and goes down the street. Hand organ plays a few bars of La Gala Drina. A Young Italian girl of fifteen or sixteen enters calling "Violets" she is heard for a short time beofre she enters "Vi - ah O lets, vi - ah - ets your nice - a fresh - Vi - ah - lets - fiv cenata bunch Vi - ah - lets. Comes in front of window. Have some violets miss - only five cents a bunch. Nice ah sweet vi - ah - lets?" Effie beckons to her, she comes to the window, Effie starts to take them, then La Gala Drina swells up loudly and clearly, she stops for a while, listens, gives the violets back to the girl.

GIRL
Nice ah sweet a vi - ah - lets lady. Ah?

EFFIE:
Some other time, I'll take them. Here's your money.

GIRL
tank you, tank you.
(GIRL exits, calling vi - ah - lets, vi - ah - lets, five cents a bunch vi - ah - lets . Effie turns back to ironing board, goes to work on shirtwaits. ALBERT is seen through the open window, he comes quickly down the street, Meets the violet girl, buys a half dozen bunches violets, pays for them, then disappears. The girl goes on back in the direction from which she came, calling via - ah - lets. After a short pause, Albert enters, stands at doorway with violets in hand, Effie at ironing board.)

ALBERT:
Well?

EFFIE:
Well?

ALBERT:
Well, this is my day. You know what I am here for.

EFFIE:
Looks like you were peddling violets.

ALBERT:
Well I'm not. I'm here to ask you my semi-annual question. Effie Tucker, will you quit your foolishness and marry me?

EFFIE:
Albert Holly, I will not quit my foolishness, as you call it, and I will not marry you.

ALBERT
Effie Tucker?

EFFIE:
Yes?

ALBERT:
This matter is serious. It is very serious. You might consider me a little.

EFFIE:
I am considering you a great deal.

ALBERT:
(Comes over to where EFFIE is at work.)
Do you remember that day four years agao, just a year and a half after that terrible day in San Francisco when - when - well, we what's the use in speaking of that again
(In low reverential tone)
when I found out that every work that you spoke was the truth, I said that I'd ask you this question regularly every six months - come around like the rent man, and finally when you think you've punished me enough, you'll forgive me, and marry me. That was four years ago. It's just the same now as it was then. You don't love anybody else, do you?

EFFIE:
Nothing except this.
(Holding up iron - earnestly)
Now, please won't you be sensible. You can't throw your life away, and you are acting very foolishly. I can never marry you. There are many reasons why - all of them good, common sense reasons - and not a one of them but what makes it absolutely impossible for us ever to marry. Now in the first place, my sister just left here. She's married Mike. They have bought a little ranch down at San Jose. Perhaps they'll stay there, - perhaps they won't. She's my sister, and you know who and what she is. She'll be my sister just the same if we were to marry. You've got to regard the family you marry into. Now don't be childish, just figure to yourself what would happen if sometime - and it's very likely to happen -- your uncle, the respected head of the Life Insurance Co., in New York, or the other one, the famous director of the Standard Oil Co., of whom you have spoken so often, should chance to meet your new relations, my sister and her husband - can you imagine it?

ALBERT:
Easily. If either Uncle John or Uncle Henry of the Standard Oil or Life Insurance business, - either one, - ever met Mike and knew him as he is, they'd fall on his neck, and weep like the'd found a long-lost brother. Of course Mike's a little slow now. They'd teach him the real bunco business and in about three years, Mike would be running the whole shooting match and Eva would be confidential advisor.

EFFIE:
Oh, you're talking nonsense, don't.

ALBERT:
I'm not talking nonsense. I'm talking sense. I'm not the "head full of moonshine" boy I was up at the hop fields. I've been knocking around the world these six years and working. When I first came away from Shelbyville, I was proud of my rich relations, while now, I'm not proud of anything, I'm just resigned.

EFFIE:
Oh, don't talk like that. It's all just so many words.

ALBERT:
(Excitedly, earnestly.)
No, no, it's the truth. My money, you know my money, it was all made by Uncle Jim in the grocery business. Now I happen to know the truth. He had a lot of scales in his stores that told more lies every day than you ever told in all your life before. You know what my money is, - dust in the sugar, marble dust that eats people up at that, walnut shells in the coffee, railroad shares and stocks, paying double dividends by keeping down the working force and knocking the people on the heads with carelessness and killing two or three every day that's my money. Three fourths of it, stolen, and one-fourth of it honest. Money is a good thing, and you and I will have it but it will be honest money, every cent of it honest money, - no dust in the sugar, no hulls in the coffee, honest scales, just like the dollars, you have made in this place. Please Effie, please, won't you?

EFFIE:
I've tried to be honest here, but all my life before - - -

ALBERT:
(Earnestly, with rapidity)
Just as well cry about how dark it was last night when the sun is shining like that ouside.

EFFIE:
No, no, I told you so many lies before, and when I told that one big truth about myself, you couldn't believe me. Ah, those things you said to me then, - I shall never forget. Oh, I couldn't listen to anything like that again, and you might say it again,

ALBERT:
(Quickly with earnestness)
Oh, THAT'S it, you are afraid of a FUSS. That's what's the matter. You're afraid of a FUSS, i know now, - You are the boss here, and you've made money. You run the whole thing, and all the girls and everybody bow down to you. You wouldn't want to marry and settle down and take a partner in the firm - you want to be the whole thing yourself. That's it, you're afraid.

EFFIE:
Nonsense, what should I be afraid of?

ALBERT:
You're afraid of little fusses and disagreeablenesses, and not running everything yourself.

EFFIE:
Don't say that.
(Excitedly)
You know it isn't true.

ALBERT:
I know it is true. Every word of it - - the truth, the truth!

EFFIE:
(In excitement, not realizing what she is saying)
Yes, that's my reward, you - you say all this to me after what

I've done. It isn't much, but it's all I could do. I could have kept on the old way and had money and lived my life, - you know I could, but did I do it? No, - I came here and worked, and worked, worked, worked night and day.

ALBERT:
Yes, because you wanted to do great things.

EFFIE:
(Tearfully - in same rapid excited manner.)
No, no! Why, why? For you, for you. Because I said that night I'd be a different woman - and I have been, because I said I'd lead a different life and I have. Do you think it was easy for me to come down here and do what I've done - work in a sweltering room, day in and day out for five dollars a week? No, I did it, for you - not because I wanted to be boss.

ALBERT:
Yes, it is, - I know, - nothing else. You wanted to be boss.

EFFIE:
(Carried away with herself)
No, because you had made a different life for me. Because because I couldn't think about anything else but doing what you would want me to do. YOU YOU YOU BECAUSE I LOVE YOU - I LOVED YOU.
(Suddenly remembers herself, and stops in midst of her excitment)
Oh, what am I saying.

ALBERT:
(Comes over smilingly, close to her, exultantly.)
Now, now you've said it, and you are going to be my wife, this day, this very day.

EFFIE:
(Finally and firmly)
No, I am not. Never, never in this world.

ALBERT:

(Keeping the same rapid, intense tone.)

And we are going to live together honestly, just as honest as we can. From now on, we'll try to go it square. Of course, we'll fuss like the very mischief, and have terrible times for that's life, Effie, and when it's all over, we'll love each other more. You see we know each other now.

(La Gala Drina is heard in distance)

Effie,

(Pleadingly)

Effie, please? Don't you hear the old Spanish song, the song of the hop fields. I hear it all the time in this place, and it drives me wild when I think about it all. Please, don't you hear, it's pleading with you too. Effie, you may not be the most beautiful woman in the world, or the best but - YOU ARE - and you are the only woman in the world for me. PLEASE, WILL YOU MARRY ME?

EFFIE:

(Overcome by this appeal, goes to him with all her soul glowing in her face with great passion and earnestness of final surrender.)

Yes, yes, yes, I will, I will, I will!

ALBERT:

EFFIE, EFFIE!

(She goes in his arms. There is a short silence, and then ALBERT speaks as though his thraot was full in low but quick passion, charged tones, bull of tenderness and c carresses. Both should play this way until after curtain, lifting this final scene with earnestness and great happiness instead of the usual still ending one speaking before the other hardly finishes)

My wife! My wife!

EFFIE:

Oh, I wanted to so much, but I thought I wasn't good enough.

(Almost in hysteria, full of passion and tenderness)

ALBERT:

You not good enough!

EFFIE:
No, no, I wanted to prove it. I wanted to prove it. Oh, for I've loved you so, I've loved you so. You are the only one, the only one that ever was or could be.

ALBERT:
Dear heart, dear heart, sweetheart, my little sweetheart. Oh, I have you at last, at last!

EFFIE:
And I prayed God every night to help me, and keep me straight and good for you - my husband.

ALBERT:
My wife! My wife!
(There is a call of vi - ah - lets, and La Gala Drina playing in distance)

EFFIE:
(Going up stage with Albert, both still talking.)
Oh, look, look, how bright the sun is, - the sun!

ALBERT:
Yes, look, look, the roses and the orange blossoms!

EFFIE:
How beautiful it all is!

(CURTAIN BEGINS TO FALL SLOWLY.)

ALBERT:
The orange blossoms, the orange blossoms for my wife forever and ever!

EFFIE:
My husband'. My husband!

(WHILE THEY ARE TALKING:

(CURTAIN)

ALBERT:
My wife'2 - ad lib.

"THE END"

J. E. NASH

STENOGRAPHY Nash TYPEWRITING

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-:- A FOOL AND A GIRL -:-

PROLOGUE.

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-:- A FOOL AND A GIRL -:-

A PLAY IN A PROLOGUE AND FOUR ACTS

BY

DAVID WARK GRIFFITH.

Copyright Washington, D. C.

August 6, 1906.

AUTHOR'S NOTE:

In San Francisco practically every restaurant there, good, bad or indifferent, has the curtained boxes exactly similar to those called for in this play, and they are, therefore, not typical of any particular class of resort, as in the East.

PERSONS IN THE PLAY

ALBERT HOLLY,	An Idealist			
EFFIE TUCKER (Freshy)	A Materialist			
EVANGELINE TUCKER (Shorty)	"	"		
MAKE DEHOTA	"	"		
H. LOUISE MARTINIQUE(Skinny)	"	"		
J. WALDEN (Zimy)	"	"		
B. Milton (Billy)	"	"		
STEWART OF "BULL PUP CAFE"	"	"		
LADY	"	"		
LADY'S HUSBAND	"	"		
LAST ROSE OF SUM-HER	"	"	Also a Voice.	
DUTCHY	"	"	"	" Waiter.
SLOW WAITER	"	"	"	" "
WILLIAMS	"	"	"	" Hop-picker.
JONES	"	"	"	" "
DE CELLIS	"	"	"	" Mexican who sings.
MR. BENTLY	"	"	"	" Clerk.
REV. EMERSON JOHNSON	"	"	"	" Minister
POLICE OFFICER	"	"		
LIZA	"	"	"	" Janitress.
MRS. KELLY	"	"	"	" Mother
MRS. MINK	"	"	"	" Hop-picker
REDDY	An Idealist		"	" Child.

Also Mexicans, Indians, Hop Pickers, Dancers and Singers.

TIME: Present.

Between Prologue and Act I - one week elapses.

" Act I " " 2, " " "

" Act 2, " " 3, two days "

" Act 3, " " 4, seven years "

PLACE:

Prologue, "Bull Pup " Cafe, San Francisco, California.

Act 1, Mission San Jose, Niles Canyon, California.

Act 2, " " " " " "

Act 3, "Buena Vista" Hotel, San Francisco, California.

Act 4, San Gabriel Hand Laundry, Los Angeles, California.

PROLOGUE:

To be played with rapidity, and as full of life and brightness as possible, not alone for its own effect, but as a contrast to the hazy, languorous atmosphere of the Old Mission Scenes.

All music used in the action of the play is in our possession; the Mexican Folk songs used in Acts II and III being selected from over a repetory of over three hundred unwritten Folk Songs of Old Spain and Mexico - by kindness of a Mexican family of musicians now in the City of Mexico, - songs, for their wonderful sensuous beauty, in our opinion, not equalled by any similar music in the entire world.

Dances and figures, while of Spanish origin, are now thoroughly Mexicanized. All of this, though it seems hardly credible, entirely new to the American stage AT PRESENT.

PROLOGUE.

Private Dining Rooms of the "Bull Pup Cafe", San Francisco. There is a general entrance, making a narrow hallway down stage L. C., on each side of which are boxes done in plain, dark wood, with wine colored curtains over doorways leading into boxes. Center hall is supposed to lead off into main dining room. Upper stage R. C. small table where dissipated elderly gentleman is seated.

Box 1 is decorated with ballet posters in striking colors, photographs of actresses and other celebrities, covering practically entire wall surface. Large uncovered table C. 4 chairs. Small table R. U. with 2 chairs. Long mirror wall R. Folding doors between boxes 1 and 3.
Box 2 entirely plain; small table C. with cover. Two chairs.
Above hallway at back is ornate balcony for orchestra. Only three of the musicians are seen, Bass Viol, Violin and Harp. The Bass Viol player is exceedingly abdominous, with exaggerated Dutch pompadour. He works in a businesslike manner. Violinist, - light hair, mustache turned up stiffly at ends. Harpist, - smooth face, pale, rather long, dark hair, - Italian.

At rise of curtain, orchestra is playing brightly. Scene full of life and action. WAITERS with steaming platters go to and fro.

TWO MEN and TWO WOMEN, very fashionably dressed, exit from box 3, into hallway. GENTLEMAN arranges one lady's coat. They exit R. U.

TWO ELDERLY GENTLEMEN cross stage in back from R. to L. Stop WAITER C., gets light for his cigar. Exit L. U.

A SLOW WAITER, rather fleshy, middle aged, bald-headed, pale, very innocent and meek expression. Walks with exaggerated slowness and affectation of dignity. As he gets C., drops napkin which he then picks up in same, slow, dignified manner.

DUTCHY:

(He is medium height, rather stout, red-cheeked, pompadour, close cut hair with high, rather heavy eyebrows arched in the middle to give his face an inquiring expression.)

(Enters box L. 2., sets tray down on table, singing to the air played by the orchestra, with German accent.)

Oh, where, oh where, hast mine little dog gone,

VOICES FROM BOX:

Stop that singing, -- Cut it out!

(DUTCHY goes on piling dishes and repeats song in low tone of voice.)

(Middle-aged MAN and WOMAN enter L. C. MAN opens curtains Box 2. They are middle class, dressed well in quiet taste, married looking.)

(Following scene played with rapidity.)

GENTLEMAN:

(In brusk, satisfied manner.)
Ah, this is alright, fine!

LADY:

(Entering quickly, - nervously.)
No, I don't like this at all, too small.

DUTCHY:
(Opening curtain, indicating box 1 across hall.)
Dere is anodder one over here. Would you?

GENTLEMAN:
(Entering other box.)
Oh, this is the one. This is allright. Come in, dear.

LADY.
(Entering box.)
Oh, no, - this is too big.

GENTLEMAN:
Yes, it is big, isn't it?
(To waiter, both coming back to Box 2.)
These all the rooms you have?

DUTCHY:
I'm sorry, sir, dat iss all. Very nice rooms, sir, would you?

GENTLEMAN:
Well, Annie, what do you say about it? Is it alright?

LADY:
Well, what do you say about it?

GENTLEMAN:
Oh, I leave it to you. I'm satisfied.

LADY:
Oh, well, I think I'll take the other room.
(Goes to curtains, stops.)
No, I guess this one will be alright.
(Sits down.)
I only want a sandwich anyhow.

(WOMAN'S VOICE, off stage, supposed to be in box 6, singing, very sharp and off key - 'Tis the Last Rose of Sum-her, - breaks on top note.)

VOICES OFF:
No! No! Cut it out - Drown it!

LADY:
Gracious goodness, what a fearfully noisy place this is.

GENTLEMAN:
Well, dear, we had better hurry. Only got a few minutes.

LADY:
I'm sure I don't know what kind of a sandwich I want. Oh, this terrible chair! I can't sit in it. I think we had better take the other room after all.
(Gets up, crosses hall, looks in other room quickly and nervously.)
No, I don't think I want anything anyhow. Come on, let's go home.
(Starts out, GENTLEMAN following her.)

GENTLEMAN:
Well, dear, if that was all you wanted, this isn't the way to do.

LADY:
Well, I don't care.
(BOTH exit L. C., talking as they go.)

DUTCHY:
(Follows up stage, looking off after them.)
Good-bye.
(Exit R. U.)

(SLOW WAITER crosses L. to R. As he gets near R., he drops his napkin, looks at it a moment, then with exaggerated slowness and gravity, picks it up, and puts it over his arm.)

(Curtains open between boxes 1 and 3. FOUR YOUNG MEN enter from box 3 to 1. Dressed in height of fashion and affecting effeminate manners. ROBERT preceeding the others.)

ROBERT:

(Airily.)
Oh, Charley, you forget the bonbons.

CHARLIE:

(In drawling voice.)
Gracious goodness, I just knew I'd leave those foolish things.

(WOMAN'S VOICE , as before, singing, "Tis the Last Rose of Sum-her.")

OMNES:

Cut it out. Forget it.

JIMMY:

Oh, heavens, I'll never come to this place again as long as I live. The noise is enough to drive one wild.

CHARLIE:

(Opening curtains into hall.)
Come on, children, let's get out of this place. Where has that foolish waiter gone to?
(Puts money down on table.)

ROBERT:

(In amazement.)
Charlie Ice, did you give that waiter all that money? You'll need that some day.

CHARLIE:

(Recklessly.)
Well, I don't care, - you can't be a stingy old thing. When you're a sport, be a sport.

JIMMY:

(Up stage, in hallway singing.)
I don't like no cheap man
Spend his money on the installment plan.

(ALL exit, laughing and talking, L. U.)

(TWO WAITERS cross R. to L. with empty trays, - very rapidly - ONE WAITER with steaming platter crosses L. to R. Then slow- WAITER crosses R. to L. As he gets C., drops his napkin. Bus. as before.)

DUTCHY:

(Enters box 1. Picks up money.)
Ten cents for mine, it is a red autermobeel.
(Exit singing sadly, "Oh, where, oh where hast mine little dog gone," etc. Enters Box 2, tips chairs against table as though reserving it for Customer, and exits up hallway.)

(Orchestra starts up, "There'll be a hot time in the old town tonight.")

(Enter L. U. MAGGIE SMITH, known as "SKINNY". Looks calmly up and down the dining room, up stage, turns, strolls down hallway, down stage. She is dressed in black spangled long trail dress, a little out of style, with a large hat of purple chiffon, set a little on one side of her head. She has very red hair, fluffed in exaggerated manner around her face. Very highly made up. Is awkward and angular and affects a haughty, superior manner. She is followed closely by EVANGELINE TUCKER, known as "SHORTY". She is dressed in cherry colored tight fitting walking suit, very short skirt, extremely high-heeled shoes with red heels and big bows. She is very plump and her dress fits her close about the hips, which she moves as she walks in the exaggerated, hip swaying fashion. A very large hat, black, with four immense ostrich feathers of white turning into vivid crimson at ends. Comes down stage. Opens curtains, box 1, calls up L. U. SKINNY and EVA both about thirty years of age.)

EVANGELINE:

Come on Kiddo Freshy, what's the matter with you, come on, will you?

(EFFIE TUCKER, generally known as "FRESHIE" -- off stage.)

EFFIE:

Alright, wait a minute. I'm losin' my stockin'.

EVA:
Oh, don't mind that. Hurry, will you?

EFFIE:
Oh, I'm comin'.

EVA:
Well, get a move on you.

(Orchestra is still playing brightly.)

(EFFIE TUCKER enters L. U. She is dressed in automobile costume, with longlight coat and auto veils. She is very bright, full of good nature and sparkling with life, - with a sweet, fresh beauty belongong to eighteen or twenty. In spite of words, preserving throughout a natural tone of sweetness.)

EFFIE:
(Calling loudly and gaily to old man sitting at table R. U.)
Hello,popsey, how's the old rooster tonight?

(WAITER sets down large mug of beer in front of gentleman. As OLD MAN starts to take beer, EFFIE snatches it up with one hand. With the other, lifts the old MAN from his seat, and dances with him down C.)

EFFIE:
(Calling up to musicians in balcony.)
Come on, Fatty, play something lively, what is this? Kiddo, you're asleep. Wake up, wake up, Bill, where do you think you're at? This ain't Philadelphia.
(The MUSICIANS smile down upon her and liven up as she dances down to the first box.)
Well, Popsey, you dance as gracefully as an elephant.

(He makes motion to take beer which EFFIE still holds.)
No, this is for me, I'm dry as an ash barrel.
(Takes drink.)
(Turns glass upside down, puts it in his hand, pushes him up stage, he falls into chair.) KAZOOZLES BILL,Kazoozles.

EVA:
(At entrance to box.)
Well, Freshy, you're the limit, come on.

EFFIE:
Oh, wait a minute.

EVA:
Well, what's the trouble now?

EFFIE:
(Whispering.)
I want to see who's on deck tonight.
(Tiptoes up to Box 5, looks around and then looks in between curtains. At this, there is a loud angry exclamation from inside box.)

EFFIE:
(Sweetly, and with exaggerated politeness.)
Oh, I beg your pardon, so sorry.
(Closes curtains. Repeats this at the up stage boxes 4 and 6.)

EVA:
Aw, cut out that rubbering and come on.
(Enters box 1.)

EFFIE:
Guess who's in the last box on this side. Gussie, yes, Gussie, with a sunstroke blonde.

EVA:
Well, my God, what do you think of that?
(In this scene care must be taken to get that natural, careless, slurring personal note, a feature of this class of women. While common, free from too much harshness or coarseness, merely breezy good-nature and over-flowing animal spirits.)

EFFIE:

(Half singing.)
Yes, Gussie, Gussie, Fussie Gussie, he's deserted me, deserted me!
(Jumping up and down in mock agony.)
Gussie, Gussie, False, False Gussie, Fussie Gussie.
(Throws herself in chair back of table.)

SKINNY:

(Loud, brainless tone.)
Touch the button. I want a drink.

EFFIE:

(Jumping up and sitting on table.)
Me, too, Bill.
(Puts her toe against button as she sits on table, smoothes out her eyebrows)
We'll send one in to Gussie, False, False, Gussie, Fussie Gussie.

EVA:

(Who has been wiping her face in mirror in wall R.)
Cut it out! Cut it out!

EFFIE:

(Picks up fork, lightly tapping on table in time.)
Gussie, Gussie, False, False Gussie!

EVA:

(In louder tone.)
CUT IT OUT! CUT IT OUT!

EFFIE:

(Same bus.)
Gussie, Gussie, False False Gussie, Fussie Gussie!

EVA:

(Takes up water bottle, holds it above her head in threatening attitude - very loud.)
CUT IT OUT, I say!

(EFFIE stops in the middle of her speech with pretense of fear, watching EVA as she slowly turns back to mirror, dropping the water bottle at the same time. As EVA gets back to mirror, EFFIE whispers at her.)

EFFIE:

(Whispering, repeating bus. with fork.)
Gussie, Gussie, False, False Gussie, Fussie Gussie!
(DUTCHY knocks at door.)

EFFIE, EVA & SKINNY:

Come in!

(DUTCHY enters box.)

SKINNY:

Aw, it's a new one!

EVA:

Hello, Dutchy, what you doin' here?

EFFIE:

Aw, mama, ain't he cute?

DUTCHY:

(Stands with knowing grin on face at curtains.)
Oh, I left Zinkys. What ist the word? Would you?

EVA:

Bring me a cocktail, -- Manhattan.

EFFIE:

(Singing to tune of "Only a Pansy Blossom.")
Only a Bourbon highball,
But make it good and tall.

SKINNY:
I don't know what I want. Can't somebody tell me something good. Aw, bring me a Vichy.

EFFIE:
(Singing.)
For she's on the water wagon now - - -

EVA:
(Disgustedly.)
Say, cut that squawking, won't you? Bring her the same as mine.

DUTCHY:
Sure, tank you, much oblige.
(Exits.)

EVA:
(Confidentially.)
Now, look a here, Skinny, course it ain't none of my business, but you take a tip from me, -- a little advice from mama. I'll put you wise to a thing or two.

SKINNY:
Why, sure, go as far as you like.

EVA:
Now this bunco business is an artistic bu~~siness~~ kid. You're all wrong. Now this running around and boozing up and igniting the festive cigarette and conning the men along, that may be a part of the game, - but that's as far as you want to go.

EFFIE:
Ain't it the truth.

EVA:
It's just a business like any other, buncoing -- just a little more exciting.

EFFIE:

Don't make much of a hit with me, it's too uncertain. Take it from me, kid, we'll get ours some day.

(During this conversation, the THREE GIRLS busy themselves primping; SKINNY unbuttons gloves; EVA puts shoe on chair, and ties bow on shoes; EFFIE before mirror adjusting hat.)

EVA:

Nixie, nothing doing, we'll never go it that strong.
(With indignation.)
Bum business, well, - I like that. It's the only business. All business is bunco. You see the guy behind the counter with dust in the sugar, and sawdust in the hurry-up food, and selling bum calicoes that cost him ten cents, to women that don't know nothing, - for sixty-nine cents marked down from a dollar and a quarter. Bunco! Look at Wall Street. Look at all them rich guys in any old kind of business, - bunco, don't be ashamed of your profesh, kid, it's the best on earth, only don't get seen.

EFFIE:

Say, soft on the strong voice there, this ain't no sermon you're preaching you know. Keep it low, somebody'll hear you.

EVA:

Let 'em hear as long as they can't prove nothing.

SKINNY:

(Very marked, spaced.)
Well, Ef's got me skinned.
(Speaking to Ef.)
Say, you sure are a wonder. I don't see how you go on and kid the men along like you do, and then always draw the line at just the right place. You must have a disposition like a snow-storm.

EVA:

Sure. Did you ever see a man running after a street car after he'd caught it? There you got the whole thing. But Ef's got the icy heart alright. All of them look alike to her.

EFFIE:

Sure, 'cause I'm dead wise to 'em.
(With disgust.)
Men aw all alike. I never set eyes on a one of them that I'd give a chance to say anything about me, nixie, - none of them, not on your life.

(Enter BILL and ZIMY in hallway. They are dressed exactly alike in the height of fashion, grey derby hats, with black bands, light grey spats, bright red neckties, grey cuffs and shirts to match, black bows in cuffs, white handkerchiefs with purple borders in sleeves. They stop waiter in hallway C.)

EFFIE:

(Singing softly.)
I was drunk last night, dear mother,
I was drunker the night before,
And if I ever get sober,
I'm going to get drunk some more.

BILL:

(Outside in hallway.)
Say, Dutchy, have you seen the girls tonight? Oh, here they are.
(Going to box.)

SKINNY:

That's them.

EFFIE:

(To two men.)
Hello, Kiddoes, how are the kazoozles?

BILL:

Hello, Freshy, how's Trix?

ZIMY:

Well, Freshy Headlight, where did you get that rig?

BILL:
Are the other kiddoes with you?

EFFIE:
Sure Mike, they're inside. Think I'm on a lonely booze?

(BILL and ZIMY enter box.)

BILL:
Hello, girls, how are you?

ZIMY:
Here we are, all fine and dandy.

EFFIE.
Take it from me, kiddoes, you surely do look good.
(ALL shake hands and effusive greetings.

SKINNY:
We was just talkin' 'bout chur. Take a chair. Nuthin' extra fur sittin'.

BILL:
(Standing by Eva's side, looking down on her with one arm around her neck.)
Shorty, I loves you well. Stick by me, kiddo, I like to have you around.
(Gives her a kiss.)

(Woman's voice as before heard singing "Tis the last rose of sum-her.")

EVA:
(Getting up from chair.)
Break it off!

ZIMY:
Drown it! Drown it!

EFFIE:
Get an axe!

(DUTCHY enters. EFFIE L. of table, EVA back of table, ZIMY chair R. SKINNY and BILL small table corner R.)

EFFIE:
Come in, Fatty.

EVA:
(Kiddingly.)
Where have you been, Dutchy, taking a walk? Where's my drink?

EFFIE:
When did you get back, sauerkraut, I thought you'd fallen off the band wagon.
(ALL three speeches simultaneous.)

SKINNY:
Aw, let him alone. Now you can bring the drinks all around.

EFFIE.
(Singing, beating time with fork.)
Dutchy, Dutchy, bring me a quart or two -
("Tune "Bicycle Built for Two.")

OMNES:
For Heaven's sake, shut up, keep still, will you?

BILL:
Get us something to drink.

DUTCHY:
I am waiting gentlemen, - would you?

BILL:

Gin Fizz for mine.

ZIMY:

Martini.

DUTCHY:

Tank you! Much oblige.
(Exit.)

EVA:

Where's Henry tonight? Ain't he coming at all?

BILL:

No, he's busy tonight, and couldn't get off!

EVA:

Well, my God, what do you think of that?

SKINNY:

Well, did you ever!

EFFIE:

Ain't it the limit.

ZIMY:

I got you another one though. Oh, I got you a great catch. From the backwoods somewhere down South. First time, he's ever been away from mama's apron strings. He's just fell in with a bunch of money as would choke an ostrich, and he's as innocent as - -

EFFIE:

Well, Billy Kazoozles, what do you think of that?

ZIMY:
He's apt to show up at any time, and, kiddoes, I want you to put your best foot forward, and don't use no bum language cause he ain't used to it.

Bill
~~EFFIE:~~
Say, we just met him awhile ago, and had a drink.

ZIMY:
Say, one highball gets him funny. He tells the story of his life, so we told him to meet us down here. He's never been away from mama before, and he wants to see if it's as bad as they tell. Girls, he'll give you the time of your life. Money? He eats it, and say, he wants me to go with him to the Hop Fields tomorrow. Got some crazy notion there's ~~something doing in a hop field.~~ Wouldn't that jar you? Chance for some one of you dames to go up, I can't.

EVA:
I'll go if he's got money.

SKINNY:
Well, did you ever!

(MIKE enters from box 4, meets DUTCHY, bringing drinks from R. Y. MIKE is very flashily dressed, wears a large diamond and swings a cane. MIKE gives DUTCHY a card, and walks up and down the hallway. DUTCHY knocks at Box 1.)

OMNES:
Come in!

(DUTCHY enters and sets tray down.)

EVA:
So we get our booze at last!

EFFIE:
It's about time. Highball was mine!
(They take up drinks as they speak.)

DUTCHY:

(To Effie, giving her card.)
Dere is some one waiting for you, miss.
(Puts drinks on table, takes up tray and exits.)

SKINNY:

Oh, my, ~~Freshy~~ Kiddo's got a mash!

EVA:

Well, what do you think of that?

EFFIE:

(Rising quickly, starting to curtains.)
Skuze me, I'm so sorry!

SKINNY:

Aw, that's alright. Don't mind us.

BILL:

Coming back soon?

EFFIE:

Sure, Mike, just going to see a friend on some business. Oh, I forgot the booze.
(Takes up glass.)
Here's how!
(Takes drink.)
Say kiddo, keep this until I call for it.
(Kisses Bill.)
Ta ta!
(They all fix curtains and peek out to watch Effie.)

EFFIE:

(In hall.)
Well, Mike, how goes it?

MIKE:

Kazoozles. Say, me friends in here is dippy to meet you. Can youse come?

EFFIE:
Sure, Bill, next in a minute. Where is it?

MIKE:
(Rapidly.)
Right you are, kidkins.
(Calls.)
Into the big show here!
(Opens curtains box 4.)

(Chorus of welcome from inside box as EFFIE enters.)

EVA:
(After exit of Effie.)
Well, what do you think of that?

SKINNY:
Did you ever?

BILL:
Why, she shook us. I don't think I like this business much.

EVA:
Aw, forget it, kidkins, she's comin' back. It's Mike, - he's a cousin of ours. Got a friend or somethin' as wants to meet her. Drink up and forget it, Bill.

ZIMY:
Cert. I'm on.
(ZIMY takes up drink.)

EVA:
Aw, I heard a peach of a toast today. The loveliest thing you ever seen.

(ALBERT enters hallway with DUTCHY.)

ZIMY:

O, river, how you splash!
(Slapping her on wrist.)

(DUTCHY knocks.)

OMNES:

Come in!

EVA:

(Affected dramatic tone, going on with toast.)
Once upon a curbin sittin'
While the summer lights was flittin'
I seen a doggie that was bitten --
(DUTCHY looks up in astonishment.)

ZIMY:

(To Eva.)
Cut it out, forget the pup! What is it, Dutchy, what's the trouble now?

DUTCHY:

Dere iss a gentleman - - -

BILL:

(Seeing ALBERT through curtains.)

There you are, come right in.

(ALBERT enters. He is a very uoung, unsophisticated youth, pale face, slender, very well dressed, though a little old-fashioned, wears a soft hat. His hair, which should be parted on one side, and is very much longer than is fashionable at the present day, is full over the ears and at the back. He speaks with a very slight Southern accent, or none at all, merely a little softness in the voice, very slight slurring of r's, "mysef", instead of "myself", a certain old-fashioned precision of speech, marking him different from that ordinary fairly educated man of the streets. He is now somewhat under the influence of liquor which makes him act with an overly gracious manner, and speak in measured tones.)

ZIMY:
I want you to meet me friends. These are the dames I was telling you about last night.
(With grand air.)
Miss Marie Antoinette Margaret Del Monte,
(EVANGELINE bows.)
Miss Harriet Louise Martinique,
(SKINNY bows.)
Ladies, this is Mr. Molly of Kentucky.

ALBERT:
(L. of table.)
No, no, pardon me. You are mistaken in the name, sir -- It's not "Molly" at all, sir, Holly -- HOLLY.

ZIMY:
Oh, forget it, Bill. This ain't no confession. We ain't tellin' our real names.

EVA:
HOLLY, aw yes, Holly from Kentucky. I've heard the name often Kaintuk, - where all the booze comes from.

ZIMY:
Say Kaintuck, we were just having a toast when you broke in.

ALBERT:
I am sorry if -- if I interrupted.

BILL:
No, not at all, come! We saw last night that you were a great hand at that sort of stuff. Give us one yourself.

ZIMY:
Yes, have some booze, and let her out, Kaintuk.

ALBERT:

No, sir, thank you very much, sir, - I've had two already, sir. I'm notmuch used to drinking if I am from Kentucky.

ZIMY:

Two drinks - O devils, how you flirt!

ALBERT:

(Looking at him calmly, with the same gravity.)
Thank you very much. I repeat, sir, thank you very much.
(Bows.)
I must confess they have affected me slightly . Ladies and gentlemen, you will pardon me, I know, but do you know, I feel, - I feel like, - like - singing - you - a - song.

ZIMY:

Oh, please don't, Kaintuck!

ZIMY:

Give us a real old-fashioned speech, cut loose, Bill, raise the roof.
(This scene played with enthusiasm.)

BILL:

Lay on, kiddo, we like to have you around.

ALBERT:

(Takes up drink, stands back of table C. in oratorical manner)
Ladies and gentlemen, if I am not quite myself tonight, you must pardon me. I am from Kentucky I am. One and all, all and one, I am
(Very marked and mysterious.)
A DEMOCRAT! DEMOCRAT, and that, ladies, and gentlemen, that - is the noblest work of God.

ZIMY:

That's right, Kaintuk, let her go. Have another drink, and tell us your past life.

ALBERT:

(Intensely earnest.)
At the present moment, sir, I assure you, sir, I - - I have no past life Ladies and gentlemen, I stand here before you to-night, and I am proud of it. My father was a Democrat, that's why I am a Democrat, and I'm proud of it. I am seeing the world, and - I am proud of it. Tomorrow I shall leave this scene of - of -- I shall leave it. Then I shall go unto a far country, the wild innocent glorious country where grow the beautiful hops, and - I'm proud of it, and here's to the beautiful fields, the golden fields where grow - the - the - where the hops grow, and, and - that's all.
(Sits down quickly.)

BILL:

Shake, Kaintuk, you did fine!

EVA:

Sit down kiddo. Say, bo, I like your looks.

ALBERT:

Thank you very much. I'm glad to hear it. Do you know, I - I - -

EVA:

(Interrupting volubly.)
Say, you know your friend, he don't know my real name. Oh, he's a nice fellow alright, but I never took no shine to him. I'm particular who I pick up with.

ALBERT:

Do you know, I - - I - - -

EVA:

Oh, that's all right. I don't know why, but I just am. Can't help it.
(Pauses, looks at him admiringly, leans over, elbows on table.)
Say, - you know - I like you all right though, you sure do look good to me.

ALBERT:
Why, I'm sure, Madam, I'm very much flattered. I was just going to say, - do you know - - -

SKINNY:
What are you trying to do, - make a mash on Kaintuk?

ZIMY:
Say, pardner, I don't think I can go up to those Hops tomorrow.

EVA:
What's Hops?

BILL:
Here, I'll tell you all about it.
(Takes out paper, looks it over searchingly.)

ZIMY:
Hops, oh, don't you know?
(Smiling.)
Oh, it's hay of some kind. They pick it off the trees. Every year they advertise for guys and dames and kids to camp out and pick hops. Most of them don't do much picking. Sometimes four or five hundred of them go up, dancing, - have a good time, - work if you want to, - if you don't, you don't have to.

EVA:
Oh, I think that would be a whole lots of fun if you could get anything to eat.

BILL:
Here it is now.
(Reading from paper.)
Wanted, HOP PICKERS, at Camp on NILES CANYON, beautiful camping spot, fine bathing, dance hall, pay one dollar per hundred pounds. Splendid chance to earn a little money, free of expense and enjoy a pleasant and profitable outing. Apply AMERICAN HOP CO., $412 Sansome St., San Francisco.

ZIMY:
If I didn't have nothing to do, might try that for a change. It's a pretty place all right.

SKINNY:
It sounds nice in the paper.

ALBERT:
Well, I'm going, sir. To-morrow morning at eight o'clock, to the fields again, the golden fields, - do you know - I think they're the most beautiful - -

SKINNY:
So, you really are going, are you?

ALBERT:
Yes, Madame, yes -- I - am - going. So everybody drink, - drink - drink to my -- - -I am going.

DUTCHY:
(Appears at curtains.)
Would you?

ALBERT.
Bring some wine, champagne, ah - Lums. Hurry, sir.

DUTCHY:
Tank you, much oblige.
(Exit.)

(During next scene, SKINNY combs Zimy's hair, making a little curl on one side. She turns him around to Billy, and says, "Oh, look, ain't he sweet?" She kisses him on the nose. Runs up the scale for four "Ah's", kissing him between each "Ah". Down again - the same business.)

EVA:

(To Albert.)
Say, you're a funny man, you are. Billy tells me you're innocent. Say, is that a kid? You know I like you. I'd like to have a fellow now like you.

ALBERT:

Is that so?

EVA:

I haven't made no kind of a hit with you, have I? You think I'm too fly, don't you? Now, tell me the truth.

ALBERT:

You - you want me to - to tell you the truth?

EVA:

Sure, Bill.

ALBERT:

Well, - I must confess, I never could take any kind of interest in any woman, woman, - you know - - -

EVA:

Well - out with it.

ALBERT:

To be frank with you, any woman who is friends with any man.

(DUTCHY enters - sets down wine.)

BILL:

Here's the stuff. Here we are.

ZIMY:

Ah, this is the juice for you.
(Bus. pouring wine, passing glasses.)

(ALBERT takes out a big roll of bills, counts off a fifty. The WAITER gives him the change, he takes up three tens.)

ALBERT:
Ladies, - as the probabilities are we'll never meet again - allow me to give you a little souvenir to remember me by.
(Drops $10.00 for each one of them on table.)
If you'll be so kind?

EVA:
Do you really mean it, - for me?

ALBERT:
Why, certainly madam, I assure you.

EVA:
Well, my God, what do you think of that?

SKINNY:
Say, you're all right, Bill.

ZIMY:
Cut it out girls, cut it out, nuthin' doin. He just came down here to kid you along. We was introduced to him last night by friends of ours as the only original sports, and we volunteered to show him a little of real life. Why, you are part of the show, kiddo, don't worry the gentleman.
(To Albert.)
Ain't I right, pard?

ALBERT:
Oh, no, it isn't exactly that.

BILL:
Sure, Mike, don't be bashful. Tell 'em the truth. They don't care.

(DUTCHY enters.)

ALBERT:
Oh, sir, waiter, we want something to eat. Bri ng us the bill of fare if you will.

DUTCHY:
Yes, sir.
(Opening curtains from box 1 to box 3.)
If you like something to eat, sir, dis is de best room. It's got a big table, sir. Would you?

OMNES:
Yes, that does look pretty good in there.

ALBERT:
All right. Anything suits me.

SKINNY:
(Rushes into room.)
DO WE EAT?

EVA:
(Falls into Zimy's arms.)
HELP, kiddo help! The man said EAT!

ZIMY:
Sure, Bill, come to the feed.
(They all exit into Box 1, Zimy's arm around Eva's neck.)

ALBERT:
(Follows them, stops at door, - to Billy.)
You first, sir.

BILLY:
Thanks!
(Exits, followed by ALBERT.)

DUTCHY:
(Closing curtains behind them.)
Tank you, much oblige.
(Follows them into room, repeating "tank you, much oblige, tank you.")

(The WAITERS have been going less frequently backward and forward. SLOW WAITER crosses L. to R. His napkin is falling from his arm. He turns his arm so that napkin stays in its place. The orchestra has been resting. The base fiddler has fallen asleep with his arms around his fiddle and lets out an occasional snore. The STEWARD goes through conducting two people into one of the boxes. He goes back, taps the musician with napkin. He awakens with a lively start and begins to play a lively waltz.

EFFIE enters hallway, goes down to box 1. EVA enters hallway from box 3.)

Kidd

EVA:
(Hurriedly, in great excitement.)
Freshy, Freshy, don't go in there. Nixie, off the thin ice there, Bill, - it's cracked.

EFFIE:
Come to kiddo, speak it out.

EVA:
Aw, I've got a great game on foot.

EFFIE:
Kazoozles, kiddo, you'll slay me child.
(Opening coat and showing kitten nestling on arm.)

EVA:
(Opens curtains box 2, looks in.)
Here, in here, I want to talk to you. Aw, throw that cat away.

(EVA enters, followed by EFFIE, talking baby talk to kitten.)

EFFIE:
They booze um, booze um little kitty tatty, yes all the naughty people booze um, don't they?

EVA:
Will you put that cat down?

EFFIE:
Um booze um, tunnin' little tat, yes nobody don't like you none. Do they, cause you ain't pretty. I don't care, I loves um.

EVA:
(Looking in mirror.)
Oh, my God, look at my hat. It's roosting on me ear. Now, Freshy, here's the chance of your life. You see there is a guy in the other room that's got money to burn. Now, we want to -
(Takes hat pins out, puts one between her teeth.)
(EFFIE pays no attention to her, but goes on talking to cat.)

EFFIE:
Um tunnin little tat ain't oo, oo like nice milky milk? Yes oo like milk. Oo dot dam bad taste, kitty tat, oo like milk.

EVA:
(Who has fixed her hat.)
Say now, kiddo, it's like this.
(With great earnestness and enthusiasm, excitement.)
Heere now, put that cat down. Are you listening?

EFFIE:
Yes, I'm listening.

EVA:
Now, here's a chance to get hold of some money.

EFFIE:
MONEY? No -- oo -- that's different. Tell it to us.

EVA:

Well, I've got the real thing for you, kiddo, the real thing, I'm tellin' you. Bill and Zimy came down tonight, Henry couldn't come with them, so they brings another guy. He's soft as cheese on a hot day, but he won't stand for me at all. I tried to make a mash on him but nuthin' doin'.

EFFIE:

Well, come down off the roof. Speak it to me, kiddo. What is it? Tell it to me straight. What do you want?

EFFIE:

(Rapidly, with enthusiasm.)

Well, he's just got a whole lot of money, and he's never been nowhere and seen nuthin. Easy money, take it from me. He's goin' up to Niles Canyon to-morrow with a bunch to pick hops. Now, I've got it all fixedup. YOU want to go up too. I'll put you wise to him. Now, you want to get some white dresses and play the innocent for keeps. Go home and practise up on the society conversation like you used to spring in the store on the swell dames before you got up in the world.

EFFIE:

Kazoozles this mum conversation here. Come down to earth. Off the roof, it's too high, I can't reach it. You want me to trapse up to the country on the trail of a bum greaser that never seen me, and I never seen before? Why, he might look me over like the last horse in the race, and never know I was it at all. You been drinkin' bo, you been drinkin'.

EVA:

I'm givin' it to you straight now. Any woman can get any of them if they go at it right, and I never seen a man yet that wouldn't fall to you when you wanted him. Don't you grasp it? It's dead easy. There'll be a lot of bum lookers up there with all their old calicoes on. I tell you, he's one of them booky men just laying low for some woman to get to him. I'd a never passed him up myself, but he met me in this place and what could I do? He was on to me, in a minute, but with them bum rags that'll be up there, you'll be like the sun on a cloudy day. I'll tell you what I'll do. I've got fifty plunks here. I'll put it down that within a week, you'll have him by the ear. I'll pay the expenses if you'll divvy with me. The first one that gets to him, will get all the fine feathers. I'm tellin' you kiddo, it's the chance of a lifetime.

EFFIE:
What is it? Bunco? The pasteboards, - the confidential? Make it out for me, kiddo. I don't grasp it.

EVA:
Lay low. I'll take care of that. You for the inside track with the soft heart business. Next to the affections for yours. Then I'll attend to the trimmings.

EFFIE:
All right, kiddo. W here is the rummy?

EVA:
We've got him in the next room. He's payin' for bubble water. All of it you could drink. You can swim in it, bo. Effie, it's painful to see it. Money? He throws it away. Look, the ten he gave me. I meets him, I gives him the mit, - he hands me the ten, - and he don't like me neither, but the coin is burnin' him, and he's throwing it away.

EFFIE:
Well, let me look at him. Now can I pipe him off without him seein' me?

EVA:
(Going to curtains.)
Sure Mike. He ain't used to drinkin'. He's away in a fog. I guess he can't see you now. I'll get Dutchy to fix the curtains, then you can study his phiz.

EFFIE:
Come on, Bill, the water's fine!
(Crossing hall to box 1.)

(DUTCHY enters box 1 from box 3, leaving the curtains open between them. Has empty champagne bottles, puts them down on table, gets salt and pepper shakers.)

(SKINNY, BILL and ZIMY discovered in more or less hilarious condition. ALBERT with foot on chair, glass in one hand and bottle in the other, singing. ZIMY with chair against wall, - asleep. SKINNY holding one glass in both hands is listening and BILLY has a large piece of meat on carving fork, beating time with Albert, - singing.)

ALBERT:

Here's a tear for those that love me,
And a sigh for those that hate,
And whatever sky's above me,
There's a tear for every fate.

(DUTCHY puts sugar bowl and shakers on table box 3, then closes curtains. As curtains shut, singing softens.)

EFFIE:

(In hallway at curtains, leading into box 1, which gives a view through box 1 into box 3.)

Was that him with his foot on the chair holding the phiz bottle?

EVA:

That's the guy.
(Pause.)

EFFIE:

He sings good, don't he?
(Mexitatively, in low voice.)

EVA:

Sure, bill, and he's buggy with coin. Don't miss it.

EFFIE:

I wouldn't have to see him again. Ain't he just kazoozles! Don't look like the other two, does he?

EVA:
Sure not. He's got the COIN. Take it from me.

EFFIE:
I'm on.
(Giving hand to Eva.)

EVA:
That's the talk. Now, we'll wait outside till they go, so we can pipe him off good.

EFFIE:
I think I can remember him.

EVA:
(Goes to box 5, looking in box, quickly in low voice.)
Say, there's curtains between the two boxes, so we can see him. Come on, kid.
(Opens curtains, starts in.)

(DUTCHY enters box 1 from box 3, then goes into hallway.)

ALBERT:
(Singing faintly as curtains are opened by DUTCHY.)
Here's a sigh for those who love us, etc.

EFFIE:
He does sing good, don't he?
(Exits into box 5.)

(Orchestra plays very softly with exaggerated tremelo "Home, Sweet Home.")

(BILLY comes out of box 3 into hallway. Puts his hat down over his face. Makes a hurried exit L. U.)

(ALBERT comes out, stops at curtains, bows very low to Zimy and Skinny, - sways slightly, then steadies himself, and very stiffly and erectly walks in a straight line up hallway, stops again, steadies himself again, turns directly L. and exits.)

(SKINNY, whose head is resting on table, raises up. Her hat tumbles off on table. She makes a couple of attempts to get up, finally succeeding. ZIMY is stretched against wall, head back, mouth wide open, snoring. He gives a sudden start and awakens. SKINNY exits. ZIMY reaches up for his hat but can't quite reach it. After two or three unsuccessful attempts, one hand, which has fallen on the table, falls on Skinny's hat. He utters an exclamation of pleasure, and with a satisfied grin upon his face, sticks the hat upon his head, stands wavering for a moment, then suddenly grows very stiff, and walks with an exaggerated drunken dignity and exits L.)

(SLOW WAITER X'S R., stops, watches Zimy exit, and then exits.)

(DUTCHY comes in room, takes up champagne bottles, takes a drink out of one of them, yawns, stretches himself, and turns out the light, leaving the stage in darkness, excepting small lights above musicians who play until curtain. Very slow curtain.)

C U R T A I N.

J. E. NASH

STENOGRAPHY
Nash
TYPEWRITING

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NEW YORK.

D. W. GRIFFITH COLLECTION
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-:- A FOOL AND A GIRL -:-

ACT I

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-:- A FOOL AND A GIRL -:-

ACT I.

-:- A C T I. -:-

SCENE: Edge of Pickers Camp at Hop Fields, San Jose Mission, Niles Canyon, California.

Rows of hops running up and down stage. Double rows frameworked to height of height of six feet latticed over arbor fashion with green hop vines. The rows are six feet apart, Double rows alternate with single rows, the latter rising to a height of ten or twelve feet, upon which the vines run in "V" shape. Arbor rows R. Single or even rows C. Another arbor row L. This as they are arranged in the fields, there giving an effect of transcendant beauty. Back of the field are seen the ruins of San Jose Mission. The hop fields rise into hills that grow into mountains, and are painted the yellowish brown of a California summer. Downstage R. camp stove, built of rough stone and brick. At extreme R. is seen edge of dance platform. At end of hop rows R. and L. of C. are piled empty hop sacks to height of four feet.

At rise of curtain, the fields are swarming with WORKERS, - men, women and children picking hops. The PEOPLE representing the San Francisco contingent are dressed in all sorts of trumped-up outing costumes, plain and cheap, - the women wearing long aprons. ALL have gauntlet hop-picking gloves. The MEXICANS are dressed in similiar fashion with the exception that the trousers of the men are very tight-fitting and both the men and women run to very bright colors. Most of them have brightly colored handkerchiefs tied around their heads, and a number of the women wear brightly colored shawls, but everything is work looking. The

INDIANS are the California Digger Tribe, wearing ordinary trousers and working-shirts, one or two with blankets. The INDIANS do not wear gloves. Each nationality keeps entirely seperate from the other. They all work in a careless, lazy sort of a way. In the double rows, they reach up and pick the hops dropping them into the sack which they carry tied around their waist. In single rows, they pull the hop vine down to them, and sit on the ground while they work.

It is late in the afternoon. The curtain is up a few moments when off in the darkness a megaphone call is heard, "The kilns are full; stop work; get your sacks ready". This cry is taken up from all parts of the field. PICKERS stop work, some directly, others after they have finished with vine upon which they are working, and drag their sack L. There is heard rattle of wagon wheels and wagon appears L. dragging scales behind it. Then again the call is heard "The kilns are full, stop work everybody, the day is done".

Indicental characters, particularly in opening of act give as much of the time-taking, easy-going pastoral atmosphere as possible.

One week is supposed to have elapsed between Prologue and Act I.

PICKERS at call of "Day is done" have been tying up sacks, dragging them over to the scale, some quitting directly, others finishing vines which they were working on. When scales are adjusted, they begin in succession to throw sacks on scales. Each Picker calls out his number which book-keeper takes down, and gives each picker a check. COOKY first at scale, throws sack on scale.

WEIGHER:

300 lbs.

WILLIAMS:

(Very fat man.)
Well, Cooky, how goes it today?

COOKY:

(X R.)
Three hundred pounds. Guess that's pretty good for one day's work.

WILLIAMS:

Ain't bad, quiting so early too. Kiln's full, I guess.
(The CROWD is busy at scales. OLD WOMAN tries to get her sack on scale first as others fight their way in.)
(To Jones. WILLIAMS has sat carefully down on his sack L.C .)
Thieves round here. Can't leave your sack out of sight a minute but what you lose half your hops. I never see no such people.

JONES:

(Tall, thin man.)
Lot of bums, that's what they are. Ain't no good, none of them.

WILLIAMS:

That Weigher's slow, ain't he?

JONES:

Slowest I ever see. Ain't no good either.

WILLIAMS:

Had a good one up here last year.

JONES:

Wasn't up here last year. Rheumatism. Family came up though. Only vacation they get, picking hops.
(WILLIAMS puts sack on scale.)

WEIGHER:

Eighty-seven and a half pounds.

WILLIAMS:
Eighty-seven and a half pounds? Well, what's the matter with you? Can't you weigh nuthin'?

WEIGHER:
Eighty-seven and a half pounds. Can't you see it?

WILLIAMS:
I can see it allright, but I don't see you.

WEIGHER:
Oh, go take a walk.
(PICKERS pile sacks at end of hop rows, and take off picking gloves and exit.)

MRS. MINK:
(Old woman of about 50, attempts to get her sack on scale when ALBERT comes from crowd C., picks up sack and drops it on the scale.)
Thank you, mister.

ALBERT:
That's all right.
(He is now his own self again, unsophisticated, natural, boyish. In his scenes with Effie, of course, tremendously in earnest.)

WEIGHER:
One hundred and five pounds.
(Throws sack on wagon, climbs up himself. BOOK-KEEPER exits.)

MRS. MINK:
One hundred and five pounds?

EFFIE:
(She has been at end of hop row C. up stage making a pretense of working desperately. Ad lib. bus. with Spider during the weighing up. She is dressed in simple dress of crepy texture, cinnamon brown in color, very wide brimmed soft brown straw hatdraped with the slender end sprays of the greenish gold hop vines. Brown gauntlet gloves that are used for picking. One

spray of hops thrown carelessly over arm. In her scenes with Albert, is a child-like, open-eyed innocent, speaking with a low pitched, slow, sweet drawl in contrast to her self-possessed, vivacious, intense natural character.)
Hurry up Spider we'll miss the wagon, grab on.
(EFFIE takes hold of one end of sack, SPIDER, a small boy, the other, they drag it down hop row.)
Wait a minute mister.
(Calling to waiter.)
I'm comin', I'm comin'.
(She has very small sack - at scales.)
Three hundred pounds of hops, by giminy, ain't I right, Spider?
Three hundred pounds. Here we are, come on country.
(Sees Albert.)
Oh, good morning, good evening.
(In pretended confusion.)
Oh, ain't I awful?

ALBERT:
Something terrible.

MRS. MINK:
(Calling loudly to weigher on wagon.)
Here you, Country, country, weigh this sack.

WEIGHER:
I'm not goin' to weigh no old sack. Too late.

EFFIE:
Please mister, won't you?

WEIGHER:
(Smiles.)
Hello miss, how are you? Want your sack weighed?

EFFIE:
Just a tiny little sack?
(Coaxingly.)

WEIGHER:
Sure Bill, why didn't you say so before?
(Getting down and weighing sack.)

EFFIE:

Aw, ain't he nice?

WEIGHER:

Fifteen pounds. Say miss, you ain't strainin' yourself, are you?
(Throwing sack up on wagon, giving ticket to Effie, drives off.)

MRS. MINK:

Come on, child, and get your supper if you want any.
(X's C., exits R.U.)
(EFFIE at end of row by sacks.)

ALBERT:

(L., eagerly.)
Will I see you to-night?

EFFIE:

(Coyly.)
I dunno. I'm afraid it would be too late.

MRS. MINK:

(RU.)
Come on, hurry up, I'm hungry.
(Exit R.U.)
(EFFIE goes R.U.)

ALBERT:

(Following her.)
Then to-night?

EFFIE:

I'll see you.

ALBERT:

(Eagerly.)
Yes? Yes?

EFFIE:

(Whispers.)
Sometime. Goodbye. (Exit R.U.)

ALBERT:

Sometime?

WILLIAMS:

(Enters R.2., looks at ALBERT, who is looking off after Effie from R.U.)

Hello there, paintuk. Lookin' for somethin'?

ALBERT:

Perhaps.

(Exit R.2.)

WILLIAMS:

What's your hurry?

(Calling after him. Laughs, goes to work on Camp Fire, piling up old bricks, taking out the best ones, and humming to himself, "Home ain't nuthin' like this, home ain't nuthin' like this. Home ain't nuthin' like this, etc.")

JONES:

(Enters R.)

What you doin' there?

WILLIAMS:

I was trying to get a stove fixed up, but I think I'll take these bricks over to the Camp, and make it there.

JONES:

We've got a great stove over to our place.

WILLIAMS:

Well, that's good.

JONES:

Ain't that your Camp there.

(Pointing to camp behind dance platform.)

WILLIAMS:

Nixie, that ain't nobody's camp. The guys that had it got tired yesterday, and went back to the city. Said they had a thirst for draught beer. I wouldn't mind a schooner myself about now. How many did you get to-day?

JONES:
Couple hundred. What did you do?

WILLIAMS:
Didn't do much to-day. I didn't come up to make any money. So I pay my expenses, I'm alright. Having a good time, suits me.

JONES:
Well, I'm goin' to have a ten spot when I leave. Goin' over to the house to get some milk. So long.
(Exit.)

WILLIAMS:
Be good, and don't take no bad money.

(THREE MEXICANS enter over R.3., by dance platform.)

Hello, there, Mexicano. Where you goin'?

De CELLIS:
(Quietly, smiling.)
Mabbie go home. Mabbie go none your dam business.

WILLIAMS:
(Threateningly.)
What? Who you talkin' too?

DeCELLIS:
(Sitting on edge of dance platform.)
Mabbie, friend of mine. Mabbie, angry gentlemans. I dunno. Ten tears all dam same.

WILLIAMS:
Well! Of all the damned impudence!

DeCELLIS:
Me impudence? Oh hell!
(Getting up and going C.)
From you, I am tired. Goodbye.

WILLIAMS:
Say, Mexicano, I guess you're alright.
(Laughing.)

De CELLIS:
Sure Billy.

WILLIAMS:
You goin' sing some? Make Fiesta soon?

De CELLIS:
Mabbie one week from tonight - some drink - sing like bird.
Here, dese a place
(Pointing dance platform.)
Make Fiesta. Mabbie not. Goodbye.
(Saunters slowly off with others, L.U.E.)

(INDIANS enter during preceeding scene, examine poles, laugh and chat, shrug shoulders talk among themselves, and exit L.U.E.)

MIKE:
(Enters, calling off stage L.)
Come on Eva. What's the trouble? You're always beefin'.

EVA:
(L.C.)
Trouble? Walking miles through all this dust?

MIKE:
(Turning C.)
O forget it, you're always beefin'. Ain't it the limit?
(Pointing to camp fire.)
I wonder who's the chef of this "Washed-off-Castoria".

EVA:
Well, I hope she's around here somewheres. If she ain't, I ain't goin' no further. I'm goin' to camp down here, that's me.

MIKE:
She's here alright. Sure, this must be the place.

EVA:
Ask the man. Maybe he knows her.

MIKE:
Ask him yourself. I'm busy.

EVA:
Say, mister, do you know anybody by the name of "Mink," Mrs. Mink, who has a camp around here somewhere.

WILLIAMS:
Mink? Did you say Mink?

MIKE:
Sure, that's the name, - "Mink".

WILLIAMS:
No, I don't know anybody by that name.

EVA:
Well, who's the guiding store of this here Department Store.

WILLIAMS:
Did you say "Mink"?

MIKE:
Sure Mike, I'll write it out for you.

WILLIAMS:
Mrs. Mink? Oh, sure, I know her.
(Working on camp fire.)
You just go down here until you come to a big, eucalyptus tree, and on one side of the eucalyptus tree is another eucalyptus tree, there's a path between it and the second eucalyptus tree, and you follow this path and you get to the third eucalyptus tree, and you turn to your left again - -

MIKE:
Help! Help! Help! Make it a map.

WILLIAMS:
Sure Bill, it's dead easy. And right on the other side of that, you'll find Mrs. Mink's tent.

EVA:
Come on Mike,
(Xing R.)
we'll make it out someway.
(Exit.)

MIKE:
(Talking to himself.)
You climb one er - er - er - a - sip - las tree and walk over another er - er - er - a - sip - las tree and go around another er - er - a -sip - las tree.
(Ad lib. Exit R.2.)

WILLIAMS:
And if you don't find it, come back, and I'll give you a map.

MIKE:
(Off stage.)
Alright kiddo.
(WILLIAMS continues work at stove. Two barefooted BOYS of about thirteen or fourteen cross stage from L. to R., carrying large basket between them. As they get C., change hands, pick up basket and go on. OLD MAN follows with sack of flour. ANOTHER OLD MAN with packages; WOMAN, very fat, carrying jug followed closely be a very small red-nosed MAN.)
(ALBERT enters over dance platform, R.3.)

WILLIAMS:
(Still at stove.)
Hello there, Kaintuk.

ALBERT:
Hello yourself, Texas.

WILLIAMS:

Where you goin'?

ALBERT:

To town to get some tobacco.

WILLIAMS:

Get me a package of "Bull Durham", will you?

ALBERT:

Alright.

WILLIAMS:

Mind getting me the Sunday Examiner?

ALBERT:

Not at all.

WILLIAMS:

Wait here a minute, I'll get some money.

ALBERT:

Never mind the money. You can pay me any old time.

WILLIAMS:

(R. 2.)

Sure, drop it in the camp when you go by.

(Exit R.2.)

(EFFIE enters R.U.)

ALBERT:

Alright.

(Knocks ashes out of pipe, puts pipe in pocket as EFFIE comes down between the hop rows, singing:-)

EFFIE:

(Singing.)
Mama pin a rose on me,
Two little girls in love with me,
One was blind and the other can't see,
Mama pin a rose on me.
(Kicks at vines on poles above her head. Picks up basket. In confusion.)
I thought, - I, - I didn't think you - were - - I came back to get this,
(Indicating basket.)
Mrs. Mink left it, - did you see me?

ALBERT:

(Who has been at foot of row by sacks.)
See you? When?

EFFIE:

Just now when I first came. I mean when - back there - when I,- I - caught my foot in the hop vine.

ALBERT:

No, I didn't see you. Did you hurt yourself?

EFFIE:

No, but I might have.

ALBERT:

I'm sorry.

EFFIE:

Where you going?

ALBERT:

Over to the village to get some things.

EFFIE:

Aw yes, - over to town.

ALBERT:

Don't think you could go with me, do you?

EFFIE:

Go with you?

ALBERT:

We can be back before dark. I'm just going to get some tobacco, mine's all run out. Can't you come?

EFFIE:

Why, Mr. Holly, how could you? You know I couldn't do anything like that. Thank you very much just the same. Oh, Mr. Holly, tell me, did you find out anything about your watch and pin?

ALBERT:

Oh, no, I didn't ever expect to, in this place, with all these people around. They've already run out one regular thief they caught in the camp. I was foolish to bring them along. Oh, it didn't amount to anything.

(Singing of La Gala Drina - No. 1. Mexican folk song in distance.)

It's these greasers going home.

EFFIE:

They're always singing, aren't they?

(Leans against hop sack C.)

ALBERT:

Yes, it seems that way.

(Pause.)

Just think it's been only a week - --

(Meditatively.)

EFFIE:

A week since - -

ALBERT:

Since the first time I saw you.

(EFFIE X's front of sacks, leans elbows on sack, and looks across to ALBERT, who is leaning on sack on other side.)

That thing sounds fine from here, doesn't it?

EFFIE:
What was it that you said last night?
(This as though repeating a lesson learned.)
"Their - hearts - are - not - troubled - by - the - aching heart throbs - of - the world." You see I remember every word of it, - every word you said last night.

ALBERT:
It sounds beautiful when you say it. Ah, but everything now is beautiful.

EFFIE:
Everything?
(Looks up into his face, then drops head shyly.)

ALBERT:
Yes, everything. Do you know, I feel so, - you've made me different. Oh, say, I - I, -
(In some embarrassment.)
you know last night when I was making those little confessions, -

EFFIE:
Yes, why?

ALBERT:
One thing I didn't tell you.

EFFIE:
Something very, very awful.

ALBERT:
Well, pretty bad, I guess. You see the night before I came up here, I went to a terrible sort of a place in San Francisco. Of course, living in the country all my life, I thought I'd go and see things a little. I met some people went to a cafe, - they called it, - the, - I guess it's a pretty bad one.

EFFIE:
(Showing great interest.)
Yes, yes?

ALBERT:
They called it the "Dog", - I think that was it.

EFFIE:
(In pretended horror.)
You mean you just went there for a short time. You didn't do nuthin' wrong? Drink - or nuthin' like that?

ALBERT:
There was a boy there who said - - he said I was "soused" - - or something like that.

EFFIE:
Aw, terrible, terrible. Mr. Holly I want to ask you a favor. Please don't ever go to none of those terrible places again. You promise me that?

ALBERT:
Yes, I will promise you that.
(Earnestly.)
But it was the first time in my life. The first and the last. I'll never do it again as long as I live.

EFFIE:
Aw, I know that.

ALBERT:
And you forgive me?

EFFIE:
Why, of course. Everybody makes mistakes sometimes, Mr. Holly.

ALBERT:
I wish you wouldn't call me Mr. Holly - just say, say "Albert".

EFFIE:
(Looks up - very low.)
Would it make you very happy?

ALBERT:

(Low and earnestly.)
Yes! Yes!

EFFIE:

(After a pause, shyly and softly.)
Albert!
(ALBERT makes movement as though to take Effie in his arms.)

EVA:

(Off stage.)
Come on Mike.

EFFIE:

(Simultaneously, in change of voice back to her natural self.)
Cheese it, somebody's comin'.

ALBERT:

(Drawing back.)
What is that? What did you say?

EFFIE:

(Recovering.)
Aw, aw, - my hand, don't squeeze it like that, and now you must go.

ALBERT:

Pardon me. Will I see you again to-night?

EFFIE:

Perhaps, - perhaps.
(By hops - shyly.)

ALBERT:

Tonight?

EFFIE:

(Low and sentimental.)
Tonight, tonight.

ALBERT:
Goodbye until then. Goodbye.

EFFIE:
Goodbye.

ALBERT:
Goodbye.
(Exit L.2.)
(EFFIE goes up hop row C. Stops on hearing Eva's voice. EVA comes from R.2.)

EVA:
(Entering.)
Don't argue, cause I seen her right here.

MIKE:
Maybe you seen her then, but you don't see her now, do you?

EVA:
(Sitting corner dance platform.)
Well, I'm going to sit down here until the kinks get out of my legs. I know that much. Where's that guy that gave us them directions.

MIKE:
(Searches up and down rows of hops, sees EFFIE who is looking off L. abstractedly.)
Ef, Ef, come out of your trance.

EFFIE:
(Turns and comes down C.)
Hello kiddo, well, I'm sure enough glad to see you. How's Trix? Well, Eva Tucker, where in the hell did you get that hat.

EVA:
I nearly fell off the ties, - two miles of hoofin' it in these high-heeled dusters.

EFFIE:
You look good though, just the same. Say, that's a swell waist you're sportin'. Where did you get it?

EVA:
Monday mornin' sale. Five ninety-eight, marked down from six twenty-five. It's a peacherino, ain't it?

EFFIE:
It's a little dusty but it looks good just the same.

EVA:
Say, look a here now. I didn't come up here for no picnic. I'm here for business . Say, what's that junk?
(Pointing to hops on frame work.)

EFFIE:
What junk?

EVA:
The gagerinos on the flag pole there.

EFFIE:
Them's hops.

EVA:
Hops? Well, wouldn't that freeze you?

MIKE:
It's bum looking junk, ain't it? Smells pretty good though. That's what they make beer out of.

EVA:
They make beer out of that stuff?

EFFIE:
Sure Bill!

EVA:
Well, wouldn't that jar you? Say Ef, how goes it?

EFFIE:
Oh, - sort of - so so.

EVA:
Have you got him goin' yet?

EFFIE:
Well, I got him started. Say, I call him "Albert" now. I just got rid of him when I seen you comin'.

MIKE:
Albert! O, splash!

EFFIE:
He just asked me to a minute ago. Said it would make him so happy. Say, I nearly wear my tongue out talkin' that nice junk Say, ain't it rotten .

EVA:
Does he fall to it?

EFFIE:
Sure Bill. You're right, alright. He's a lead pipe cinch.

MIKE:
Your friend may be the real thing, but I ain't stuck much on his jewelry. Only got sixty-five plunks on the whole bunch.

EVA:
(To Ef.)
Say kid, what's the matter with you? Don't ever stoop to that sort of stuff -- too risky, - don't you remember what I told you?

EFFIE:

(Apologetically.)
Well, I didn't mean to, honest, but he's so mooney, and absent-minded like, I just couldn't help it.

EVA:

Are we ready for a touch yet?
(Confidentially.)

EFFIE:

How do you mean?

MIKE:

(Breaking in warmly.)
Oh, come off. The spondulikes, the cush. It's the coin we came up after. Eva puts up this game, and gives you the start and now you're renigging.

EFFIE:

(With spirit.)
Well, I like your nerve. When did you get on this trolley car? I'll give you a poke in the jaw --

EVA:

Oh cheese it,what's the matter withyou stiffs?

EFFIE:

What's the matter? Do you think I'm goin' to stand any gas like that?

MIKE:

Oh nixey, I don't want no trouble, - but it's the coin we need, and if we don't get it, why - why - -

EFFIE:

(Scornfully.)
Youse'll have to go to work.

MIKE:

(Laconically.)
Sure Mike, that's just what's grouchin' me.

EVA:
(In business-like manner.)
Cut this. Come down to business.

MIKE:
Sure. Can't we spring a card deal, or investment gag. From what you say, he'd fall to any old thing.

EFFIE:
No, none of that.

EVA:
Why not?

EFFIE:
Well, I've got a different game.

EVA:
Different game?

EFFIE:
Yes, ain't my enunciator distinct?

EVA:
Why, what is it?

MIKE:
Introduce me as a friend or your brother, and I'll hand this guy a deal - - - -

EFFIE:
(Interrupting.)
Now, look here kiddos. Give me a chance, will you? Ain't no use in takin' no risk, or getting into no trouble over this.

EVA:
All I wants is money. If we can get it easy, no use in takin' chances. Come too, come too! Bring me to shore, - I'm in a fog. Try the sympathy gag. Will he stand for it?

EFFIE:

May be - -

EVA:

(With sudden assurance.)
Why cert, he's dead easy for any old stall. Tell him your sis is in the hospital or little brother Billy broke his leg, or mama's up against it and needs some coin.

EFFIE:

(Refelctively.)
Say, that "mama" gag is fine! They all fall to that. Well, alright, I'll try it. I need a few plunks myself.

MIKE:

(Disgustedly.)
Aw no, nuthin' like that. Say, I'll hand him a deal.

EVA:

(Exultantly.)
I've got it. We'll write a sad letter about "mama" starving to death and losin' her home, and sign "Mama's" name.

MIKE:

(More disgust.
Mama! Where you goin' to find mama?

EFFIE:

Nixie for you. We ain't got no mama of course, but what's that to him. He can't pipe her off by letter.

EVA:

Sure Mike, than you act sad like, and when he asks what's grouchin you, tell him mama's up against it, and needs the coin. Show him the note, and it'll be all off with him. If this don't work, I'll fix him.
(Quickly, in confidential tone.)
Got a letter with you with your name on it?

EFFIE:

(Also confidential.)
Here's the one you sent the five in.

(Takes envelope from stocking, takes out paper and bill, puts them back in stocking and hands empty envelope to Eva.)

EVA:
Got any paper, Mike?

MIKE:
This do you any good?

EVA:
Cert. Fork it over. The bummer it looks, the better.

EFFIE:
You write it Shorty. You put it down, and I'll tell you what to say.

EVA:
Say, where's all the crowd gone to?

EFFIE:
Aw, there up to their ears in food, - it's supper time.

EVA:
Alright. Let her go. This writin' business is new to me. I tell it to 'em.
(This scene should be played in confidential, low tone, each character in deadly earnest.)

EFFIE:
(Dictating.)
My own dearest baby daughter,
It pains me more to write these sad, sad words than it it does you to read them.

EVA:
(Taking dictation, - repeats.)
"Does you to read them" - -

EFFIE:
(After repetition.)
That sounds good.

MIKE:
Sound a little short.

EFFIE:
(To Mike.)
Lay down, Fido, who's writin' this letter.
(To Eva.)
Now, I've got it.
(With enthusiasm.)
My Own Little Baby Daughter - - -

MIKE:
(Interrupting.)
Why, you said that before.

EFFIE:
Sure, Bill, I want to impress it on his mind.
(Continuing dictation.)
My heart, my old heart is broke when I must tell you that the mortgage that has been scaring us so long, came too this morning, and your poor old mother must lose her happy, happy home.

MIKE:
What are you doin'? Writin' a song?

EFFIE:
Now, say, I want to boost myself in this letter some.

EVA:
Sure Bill, don't give it all to mama.

EFFIE:
"My own darling baby daughter" - - -

MIKE:
Say, it sound rotten, you keep saying that over and over and over.

EFFIE:

Put it down as I have spoke it.
(With great dignity.) (Lofty manner, dictating.)
"When I think of my own darling baby daughter" - -
(MIKE makes despairing gesture.)

EFFIE:

(Dictating.)
"Working and slaving her life away" - -hold on - "Workin' and slavin' her young life away" - - -

EVA:

I thing "sweet" would sound good in there too.

MIKE:

Sure, put in the "sweet".

EFFIE:

(Dicating.)
"Sweet young life away to save the old home, and protect your poor old mother's dyin' days" - - -

EVA:

Do you think "dying sounds good?

MIKE:

(Unable to restrain himself.)
Oh hell, no, - she ain't dyin'! How could she be writin' and dyin' too. You write rotten, Bill.

EFFIE:

Go on, Eva.
(Dicating.)
"Yes, my own darling, daughter, in spite of all your hard work, it's no use. It's all over now! It's all over now!"

MIKE:

(Reproachfully, tearfully.)
That's a song, Bill. Don't put that in.

EFFIE:
(Looks at Mike in indignation and he subsides. Dicating.)
"Ah! the poor are unfortunate" - - - -

EVA:
That ought ot be "infortunate" - ain't it?

EFFIE:
(Quickly.)
Oh my God, how rotten you talk. "Infortunate"! They ain't no such word as "infortunate". It's "unfortunate". Go on, --
(Dicating.)
"Just think out sweet little old home is lost, and your poor old mother homeless just for a few maltry, maltry hundred dollars".

MIKE:
(Disgustedly.)
"Maltry" - who the hell ever heard of that word? Malt is hops, and "Maltry" is "Hopsy", and what you said in that letter is"a hopsy hundred dollars".

EFFIE:
Rotten, or not, -it goes.

EVA:
(Meditatively.)
Well, how many does "Maltry" mean? If "maltry" means three hundred plunks, it's alright, and if it don't, it's bum.

EFFIE:
(Continuing dictation.)
"Hoping to see you soon, I am,
Yours truly,

Maw".

MIKE:
Yours truly, "maw" - ? What kind of writin' is that?

EVA:
(Reflectively.)
Does sound sort of sudden like - -

EFFIE:
Well, you know so damn much about it, - end it up to suit yourself.

EVA:
I don't mean to be mictatorial, but how does this sound - "Hoping to see youse and the three hundred soon,
Yours truly,
Maw."

MIKE:
Aw, stop it up different. Luvin', or fectionate, - respectable, - somethin' like that.

EVA:
"Respect able" - that's a good word. How does this sound?
"Your respectable Maw".

EFFIE:
(Reflectively.)
That sound pretty strong about the three hundred. Aw, I'll fix that alright.
(Takes letter from Eva.)
Now, I'll practise it all off before you just like I'm goin' to do it, so I don't make no breaks in front of him.
(Reads letter.)
"My own dearest baby daughter",
It pains me more to write these sad, sad words"- -

EVA:
You want to ring in the water works.

EFFIE:
Alright.
(Stops. Reading.)
"My old heart is broke when I must tell you that the ---the the - -"
(Pauses, sobs, drops the letter down.)
Oh, I can't go on, I can't go on. - "you must know" - -
(Reads brokenly, breaking off words. Continuing letter.)

"mortgage" - that - has - been - scaring - us - so - long - came - to - this morning and - - "
(Pause, to Eva.)
Say, I got to work that up strong.
(Repeats very strongly.)
"Hoping to see you and the three hundred soon, I am,
(Very high, almost a scream.)
Your respectable Maw".
(Starts to throw herself on ground.)

MIKE:
Watch out, - it's muddy there.

EFFIE:
(Walks over and throws herself on Hop sack R., continuing rehearsal, very dramatically.)
Oh money, money, money! Oh, poorness, poorness, poorness! My God, how terrible it is to be poor! Mother! Mother! Dear mother! Mother!

MIKE:
Come home with me now!

EVA:
(Earnestly.)
Now fo God sake, don't get excited and say nuthin' about "damn" or "hell", kiddo, cause if you do, it's all off.

EFFIE:
Leave it to me! That's why I was rehearsing it. I have to rehearse all my talk from keep from gettin' twisted. He's comin'! Kaxoozles!
(Sees Albert off L.2.)

EVA:
Now don't forget the eye water.

MIKE:
Don't sing it to him, kiddo.

EFFIE:

Scoot!
(MIKE and EVA exit R.2.)
(Suddenly realizing she has the letter in her hand still.)
Mike, the letter! You forgot the letter!

(ALBERT enters L.2. EFFIE turns quickly hiding letter in dress.)

ALBERT:
Well, I didn't expect to find you here.

MIKE:
(Rushes back wildly. Stops when he sees Albert, whispers.)
Kiddo, the letter, the letter!
(Hides behind hop vines R.U.)

EFFIE:
I didn't expect to see you either. I was just watchin' the sunset. Isn't it pretty?

ALBERT:
Very wonderful, I should say.

EFFIE:
I think sunsets are so cute, don't you?

ALBERT:
I should hardly call them "cute".

EFFIE:
Aw, I don't mean "cute". I mean what you mean. You must excuse me. You know I told you I hadn't any education at all. It's a terrible thing not to know all about things. After father died, I had to work night and day, me - and Mother.

ALBERT:
Poor child, and you've never told me a single thing about your mother.

EFFIE:
I couldn't tell you about her, she's just the real thing. You know we took in sewing. I don't know anybody else hardly. Don't seem like we ever had time to make friends, Say, you'd like maw if you seen her. Haven't had a letter from her now for several days.

ALBERT:
Oh, I know what it is to be poor. Been there myself, Oh you know what I think would be great. If I was rich, that's what I'd like to do. You know how when you see anything, - anything that's wonderful or beautiful, you can't rest happy until you show it to somebody else. Now,
(With meaning, looking to Effie.)
if I fell in love with somebody, I'd like her never to have seen anything much at all, but just work, and perhaps, troubles, - and all of a sudden, take them away from all that, and show them all the wonderful things of the world, - all the great places you had seen by yourself, and to teach, - say, - what's the matter with me, - I'm running around like a windmill.

EFFIE:
Oh, say, wouldn,that be great. I mean to travel and see all the places, - say, I just love to hear you talk. It must be sorter painful for you to listen to me though.

ALBERT:
If you only knew - think of your having been through all that awful poverty and misery, - it breaks my heart.

EFFIE:
(Draws away from him up again hop vine where Mike is hidden.)
Aw, you mustn't say those things. Look, look, there, - the sun, - you mustn't.
(Pointing L.)

ALBERT:
(Turns L., looks off.)
Beautiful! Beautiful!

EFFIE:
(Passes letter to Mike.)
Kazoozles!
(MIKE runs off R.3.)

(The red glow of the sun fades into purple; purple lights on stage, and on the mountain is the yellow gold of the falling sun. In the distance the ringing of cowbells and low of cattle. This latter effect, though seemingly difficult, has been very successfully handled in several productions we have recently witnessed. Ringing of one farm bell heard above it all.)

ALBERT:

And another day is done! Listen!
(THEY both stand silent looking to L. In the distance ringing of bells and shouts of farm hands calling to the cattle.)

EFFIE:

(Slowly, in low tone. For the first time, a note of seriousness in her voice.)
Aw, ain't it all just wonderful! Why, I never seen or heard anything like that before in all my life.

ALBERT:

The Song of Eventide!
"The lowing heard winds slowly o'er the lea
The plowman homeward plods his weary way
And leaves the world to darkness and to me."

EFFIE:

(Caught by a new and deep emotion, simply yet with depth.)
I could listen to that kind of talk just forever and ever.

ALBERT:

What, dear?

EFFIE:

I'm afraid , - I'm afraid, - isn't it terrible, - I feel like I was a little baby just born.
(With emotion , slowly, half astonishment and half pathos.)
Why, I never saw anything like that in the world. What makes it, do you suppose - all this?

ALBERT:
(Looks at her. Slowly, very quietly.)
Why God created it, little one.

EFFIE:
Who for? Not for everybody, not for just common everyday people.

ALBERT:
Yes, for everyone, - everyone who has eyes to see.

EFFIE:
And you believe all this sortof thing, don't you?

ALBERT:
Wht, why shouldn't I believe it. It's the truth!

EFFIE:
(As though to herself.)
Well, isn't that funny!
(Turns to him quickly and impulsively.)
Do you know, I could almost - - -

MIKE:
(Hat pulled down over face. Rushing on.)
Is this here Miss Tucker?
(ALBERT X's up stage.)

EFFIE:
(Strong resentment.)
Yes, that's my name. What do you want, comin' here like this, I'll - -

MIKE:
I've got a letter from youse. It's marked "Important". They told me over at the camp to give it to youse.

EFFIE:
Well, take it back to the camp. I don't want it now - -

MIKE:

It's youse, I don't want it.

EFFIE:

(With strength.)
I say I don't want it now.
(ALBERT, who has gone L.U., turns and comes down at this.)

MIKE:

(Looks at her in astonishment.)
Why, I say kid -
(Sees Albert checks himself.)
I can't take it back, I got something else to do.
(Puts letter in her hand.)

EFFIE:

Aw, -- I, - -I
(Laughs, seems to recover herself and opens letter.)
(MIKE exits.)
You must think I'm awfully funny, - but I was so - you - all thinking about things, and he came up so sudden like, I - -I - - Aw, I guess I can read this some other time.

ALBERT:

No, you had better read it now. They seem to think it important.

EFFIE:

(Opens letter, throws away envelope.)
Oh, yes, that's true. What's the matter with me?
(As though casting off momentary seriousness.)
Certainly, certainly,
(Begins reads to herself, after reading a while, she begins crying.)
Oh, mother, mother - -

ALBERT:

(Anxiously.)
Why Miss Tucker, Effie, don't, don't, don't do that. What is it? Tell me, what is it?

EFFIE:
Nothing, nothing, nothing. Oh, mother, mother, - -

ALBERT:
Is it something very terrible about your mother.

EFFIE:
Yes, very terrible. I'll read it, that's all, - I'll read it.
(In a sad tone.)
"My Own Dearest Baby Daughter,
It pains me more to write these sad, sad words than it does you to read them. My old heart is broke when I must tell you that the - -
(Sobs and breaks down.)
mortgage that has been scaring us so long, came too this morning, and your poor old mother must lose her happy, happy home. When I think of my own darling baby daughter workin' and slavin' her sweet young life away - -
(Pauses, sobs in handkerchief. Then goes back and repeats in a very marked tone.)
My own darling baby daughter workin' and slavin' her sweet young life away to save the old home, and protect your poor old mother's dyin' days, - just think, - our sweet little old home is lost, and your old mother homeless for just a few maltry hundred dollars. Hoping to see you and the three hun - -
(Stops and repeats .)
Hoping to see soon, I am- - - -" Mother! Mother!
(Starts to throw herself on ground, hesitates, staggers over to the hops and falls on them instead, - passionately, just as rehearsed.)
Money, money! Oh, poorness, how terrible it is to be poor.
(Working it up very passionately.)
How horrible, oh terrible, terrible! Mother! Mother!
(Screaming.)

ALBERT:
(Catches her by the hands.)
Stop, stop, you shan't do this, you shan't I say. A few hundred dollars! Why, to save one tears of yours, I would spend millions.

EFFIE:
Yes, but you are like me, - poor.

ALBERT:
I?

EFFIE:
Yes, you told me so.

ALBERT:
(Quickly.)
Yes, perhaps I am, but a few hundred isn't much. I have here
(Touches pocket.)
five hundred dollars that I thought I was foolish to bring up here. Now, I see it was providence and you shall have what you need tonight for your mother.

EFFIE:
(Breaking in.)
Oh Mr. Holly, how could you insult me so - how could you do it? Take money from you, - never in this world.

ALBERT:
Oh, here is Mrs. Mink. Before she comes, please -
(Working himself up into a fever of earnestness.)
Oh,how could you misjudge me that way. Can't one friend be of service to another? I swear to you that if you do not accept this money from me, - you shall never see me again.

EFFIE:
No, no, I can't, I can't.

ALBERT:
(Passionately.)
Yes, yes,you must.

EFFIE:
(Plaintively.)
Why, it was three hun - four hundred, four hundred dollars and ninety-four hundred and ninty-ninedollars.

ALBERT:

(Takes out pocket-book.)

Will you take this, or do you choose never again to see me.

EFFIE:

I couldn't stand that, - I couldn! Never to see you again! No, no, not that!

(ALBERT puts pocket-book in her hands, kisses her passionately and quickly, and runs off. Kisses her on her hair while her face is buried in her hands.)

EFFIE:

(Coming back to her natural self.)

Well, my God, what do you think of that!

(As she picks up pocket-book.)

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-:- A FOOL AND A GIRL -:-

ACT II.

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-:- A FOOL AND A GIRL -:-

ACT II

-:- ACT II -:-

(Or scene II - Act I)

SCENE: Same as Act I. Curtain need only be down a fewminutes.
One week supposed to have elapsed between Act I and Act II. Curtain goes up on darkness. The evening star is in the sky.

A MAN is lying down on L. of fireplace R. AN INDIAN is standing with his blanket wrapped around him in Center between two rows of Hops.

After curtain is well up, ANOTHER MAN enters from R., goes to fireplace, lights his pipe deliberately. All this done in the darkness. He sits down by the camp fire. After the match is struck, pipe lit, throws away match, draws twice on the pipe. Other stars appear in the sky. The edge of the moon is seen over the mountain top. As the moon is half way up, in the distance is heard singing very softly, the moon song:- "Ah la luz de la luna - etc." One verse is sung. As they begin second verse, FIRST MAN quietly, slowly, in keeping with the music, says:)

FIRST MAN:
Them Mexicans are always singing!

SECOND MAN:
Great Music!
(Slight pause.)

FIRST MAN:
That's the Moon Song they are singing.

SECOND MAN:

The Moon Song?

FIRST MAN:

Yes, they call it "luna" - that's what they call it.
(Music dies away.)

SECOND MAN:

What did they stop for?

FIRST MAN:

They didn't stop.

SECOND MAN:

They didn't stop?

FIRST MAN:

They are behind the hill in the hollow.

SECOND MAN:

Behind the hill?

FIRST MAN:

(After pause.)
Yes, across the trees.
(The song begins again.)

SECOND MAN:

They are coming over here tonight, aren't they?

FIRST MAN:

Sure, all the Greasers are coming over to the shindig tonight.

SECOND MAN:

Will Ferrara's gang come, too?

FIRST MAN:
Yes, Ferrara, De Cellis and Wan Can, all of them, all down the same road, and you'll hear them a-singing a mile before they get here, each one trying to beat the rest, but just wait - - -

THIRD MAN:
Listen!
(Voices singing "Ah La luz de la Luna".)

FIRST MAN:
The last part of it is about losing something.

SECOND MAN:
Is that so? About losing something, eh?

FIRST MAN:
Yes, that's it. They are singing it now - about something they've lost.

SECOND MAN:
What was it?

FIRST MAN:
They don't know themselves. I guess don't nobody know.

SECOND MAN:
They are nearly over to the camp now. Think I'll go over too.
(Strolls off.)
Something they have lost, - well!
(Exits R. 2.)

FIRST MAN:
I wonder what it was!
(X R. - exit R. 2.)

(INDIAN comes down stage, unfolds his blanket, goes up into the hop rows, throws his blanket on ground, and lies down upon it as the music dies out. There is heard the sound of an automobile horn tooting wildly. EVANGELINE'S voice shouting drunkenly off L.)

EVA:

(Off stage.)
Mike Dehota, what youse tryin' to do? Kill us all?
(The automobile is heard to stop outside.)
(Off stage.)
Well, ain't that the limit. Hurrah for the Fourth of July! Hurrah! Hurrah!
(Sings.(
My country 'Tis of thee, sweet land of Liberty,
(Gets off note on "ty".)
(Enters L. 2., dressed in automobile costume, large hat and auto veils.)
(To MIKE, who has followed her.)

Mike Dehota, honest to God, you oughtn't to done this. You oughtn't to take me out, a young girl like me. You know somethin'-

MIKE:

Sure, Bill, what is it?

EVA:

MIKE DEHOTA, do you know what I am goin' to do?

MIKE:

Sure I do, tell me. No I don't - who?

EVA:

Not WHO - but WHAT? I'm goin' to tell this Albert Holly a funny joke. I'm goin' to tell him that this Angel Child of his, is my sister. Then I'm goin' to take Eff off in an auter-mo-beel - and then I'll look back scornfully at him, and say - and say - COOKOO, that's what I'm goin' to do.
(Calling.)
Freshy! Freshy! Effie!

MIKE:

(Repeats.)
EF-FEE! EF-FEE!

EVA:

Say, - Mike - -

MIKE:

Yes'm.

EVA:

(Near R. exit.)
When he hears that the dame he met in the Old Bull Pup Caif, is his angel child's sister, won't that make his back teeth rattle? Come on, I'm goin' to find her and take her home with me in an aw-ter-mo-beel. I don't care. He insulted me, - he did. I don't like him nohpw.
(Exit MIKE and EVA R. 2.)

(MEXICANS cross stage from L. U. to R. U. singing carelessly, end of "La Luz de la Luna.")

(ALBERT enters from R. 2., walks across stage, then comes back to hops L. C. Strikes match, knocks ashes out of pipe, refills it and lights it.)

(EFFIE appears R. U. Comes down between rows of Hops C. ALBERT goes to meet her.)

ALBERT:

Well?

EFFIE:

Well?

ALBERT:

I thought you were never coming.

EFFIE

I'm afraid it isn't quite right my coming out here to meet you like this, - but then you've been so good and kind to me. Aw, say, honest, I'll never forget it, - I cant, - - it makes me feel so - - aw, I dont know how. You know when you aint used tto kindness much, you remember it.

ALBERT

Ah, it's the greatest happiness on earth to know there is somebody you can do things for.

EFFIE

But I'll pay you back that money you were so nice about.

ALBERT

Now dont say anything about that. It's only selfishness, pure and simple. Why just to know how happy it made your mother, w as worth more, - more than all the money in the world.

EFFIE

(in some confusion, with a concience-hurt in her voice) Oh yes, yes, - - of course it made her happy, - of course.

ALBERT

I am glad of one thing too.

EFFIE

Yes?

ALBERT

You thought I was only one of the penniless many, - and it made no difference with you. Oh, I cant tell youhow glad I am to know that.

EFFIE

(in low voice) Well, it wouldn't make, - - that couldn't make any difference between people, - I dont think.

ALBERT

It shouldn't, - but it sometimes does. Yes, my family is one of the richest in the country. Not me, -but the family. My Uncle John one of the biggest men in the standard Oil Co. and Uncle Will is equally as prominent in the Life Insurance business

in New York. Of course I lived on a farm outside Shelbyville all my life until my Uncle John left meall his money. (looking at Effie, with much concern) Why, - what's the ,matter? You dont look happy a bit to-night.

EFFIE

Oh, nothing, - I guess I'm a little tired, - that's all.

ALBERT

Well,this is the end of the picking,- and you'll be going home soon. - - Just think, two little weeks,and I feel like I'd known you for a thousand years before I was born. I dont want to remember when I didn'tknow you.

EFFIE

Oh, isn't it strange! I mean - Life,- and everything. - - Isn't itall beautiful, - - the moon - - all that -

ALBERT

It's the most beautiful night in the world. -m- -You know, little one, I cant think of anything else but all you have told me about the life you have had to live, - there in Vallejo,- and and now in San Francisco, - always alone, - of course except for your mother. You know I cant think of anything else. Why, why, there are tears in your eyes.

EFFIE

(deeply moved) Dont think I'm foolish. Aw but - you dont know - - it all seems so <u>different</u>, - so different.

ALBERT

Dearheart!

EFFIE

Dont! Dont!

ALBERT

Why, there's nothing wrong with that, for you are a dear heart,- the best,- the purest heart that was ever made in the world.

ALBERT:
Please, please do.

EFFIE:
(Softly with mysterious sentiment.)
Ka - zoo - zles!

(Music of Spanish voices singing "La Gala Drina" - Bus. of song same as before singing and dying out in the same manner.)

ALBERT:
It's the Mexicans, - the dancing will soon begin now.

EFFIE.
Sounds good from here, don't it?

ALBERT:
Yes, they sing very well.

EFFIE:
What makes them stop like that?

ALBERT:
They didn't stop. They are behind the hill in the hollow.

EFFIE:
In the hollow, behind the hill?

ALBERT:
Yes, across the eucalyptus trees.

EFFIE:
Aw, yes. It sounds awfully pretty, don't it?

ALBERT:
It's a song of Amor!

EFFIE:
What does that mean?

ALBERT:
It's the Mexican word for "Love."

EFFIE:
It dies out quickly, don't it?

ALBERT
What?

EFFIE.
The song!
(Again the song is heard.)
There it is again, listen.

ALBERT:
I can't quite make the words out from here.

EFFIE:
Do you know Spanish?

ALBERT:
Yes, a little. Now, there it is.

EFFIE:
What?

ALBERT:
It's about finding something.

EFFIE:
Finding something?

ALBERT:
Yes, something beautiful they have found.

MIKE:
(Is heard off stage.)
Aw go on, I guess I know.
(EFFIE turns in startled manner.)

ALBERT:
Why, what is it?
(Music stops.)

EFFIE:
Aw nuthin, nuthin, only I don't feel quite right.
(In confusion.)
I, - I feel sort of chilly. It does get a little cool these nights. Would you mind running over to the Camp for me, and getting me a shawl?

ALBERT:
Why certainly not. Any particular one?

EFFIE:
You can't make any mistake. I've got only one.

ALBERT:
Do you want to wait here?

EFFIE:
Yes, I'll stay right here by the dance hall. I'm tired. I don't feel like walking.

ALBERT:
I'm awfully sorry of that. I'll be right back, - just a minute.
(Exit L. 2.)

EVA:

(Appears with Mike.)

Now, here we are, my own little - - -

EFFIE:

(Angrily.)

Look a here, Eva Tucker, didn't I tell you I didn't want you to be bothering around. What do you want to do? Spoil everything. And you're drunk, both of you.

(Taking EVA by shoulders, low and intense.)

Now, I'm not goin' to put up with any of your nonsense. You got to get away from here quick. He'll be comin' back soon - he mustn't see you, do you understand that -- he mustn't see you. How did you get here anyway?

EVA:

Kiddo, I came here in a blow-up machine to take you home with me, my own, - my own baby daughter - own baby daughter.

MIKE:

(Sadly.)

They're goin' to write another song.

EFFIE:

Say, this is serious. You don't know how serious it is.

(This spoken in deadly earnest.)

I don't want him to know, - he mustn't know.

EVA:

Mustn't know - I'm your own - little baby daughter?

EFFIE:

Here, quick, he's comin' back. Get out of the way. Now, don't let him know who you are.

(Pushing her over to Camp Fire.)

EVA:

My own darlin' - baby daughter - mother!

EFFIE

(with intensity) Keep Still. (forces her down by camp fire) Y ou too, Mike. (Mike lays down by fire opposite Eva) Now stay there andmkeep still, -you, - you) (leaves them in shadow by camp.fire. Goes back to sacks and sits as Albert appears with shawl)

ALBERT

Well,mwas I gone long? I ran nearly all the way.

EFFIE

No, I thought it seemed terrible short.

ALBERT

(puts shawl around her) How beautiful you are to-night. When I saw you with the moonlight on your face, and your hairbaround it like that, it all seemed to beautiful to be anything born of this earth.

(Shouts & laughter off stage)

EFFIE

(low, remonstrative voice as though trying to getvaway from subject) No, no, - please. (pointing R.) Look,,look, - there at the edge of the camp, - - see!

ALBERT

So, this is what they call a "Fiesta" is it?

EFFIE

Come,lets's go up herenwhere we can see it all. (they go up stage) O,look there!

ALBERT

The Camps, - look, now, when the lights are on them.

Effie

(impressively, with touch of mystery)
See there,- way down the hillbis a little mist. Do you see it?

ALBERT:
(Taking up Effie's tone.)
Oh yes, I see - at the foot of the hill.

EFFIE:
My, it makes you feel cold, don't it?

ALBERT:
I like it. Look, now it's moving, it's moving. See there, it's caught the first row of tents.

EFFIE:
(Up stage, back of hops.)
Here, we can see it all from here.

(THREE YOUNG COUPLES of nineteen or twenty, Americans, enter. Flashily dressed, rough and boisterous.)

FIRST YOUNG MAN:
Youse don't know nuthin. Hang up the lamps, let's have a dance.
(Each one hangs up a lantern on poles around dance platform.)

FIRST GIRL:
I'm on. Make it a two-step.

SECOND GIRL:
Nixie, make it a waltz!

THIRD GIRL:
Sure, a waltz. Come on, will you?

FIRST YOUNG MAN:
(Calling off R.)
Bring on the music, you skeedunks.

FIRST GIRL:
Aw, come on, - who needs music?
(They begin to dance awkwardly upon dance platform.)

(Enter DeCELLIS, THREE MEXICANS, FIRST AND SECOND MEN carrying jugs and large wine cups.)

DE CELLIS:

(Waving cups above his head, and shouting wildly.)
Fine, - American dance, Mexican dance, Oh la! Ah - la! - La - la!

SECOND MEXICAN:

Go him, go him, la - la!

(Enter from R. SIX MEXICAN GIRLS and TWO MEXICAN MEN.)

FIRST MAN:

No, no. Mexican waltz. Clear the planks there for the Mexican dance.

SECOND MAN:

Sure, right down the line here. Eat 'em alive! Hurrah for Mexico!

(AMERICAN dancers clear platform.)

AMERICAN DANCERS:

Sure, Bill, go as far as you like. All right. We're next. Let her go!

(FOUR MEXICAN MUSICIANS enter from R. with mandolins and guitars.)

DE CELLIS:

(To Musicians.)
Play waltz, Mexicano.

SECOND MEXICAN:

Waltz Mexicano.

OMNES:

Waltz Mexicano.

(MEXICANS form figures and dance three figures of Mexican waltz.)

(CROWD enters from R. as they dance.)

FIRST MAN:

(After Third figure, shouts.)
Look there, the lanterns
(Pointing L.)
under the trees.

DE CELLIS:

(Looking L.)
Sure, Billy, make welcome.

SECOND MAN:

De Cellis, DeCellis, look -
(Pointing L.)

DE CELLIS:

(Stopping in dance.)
Ferrara! Ferrara!

OMNES:

Ferrara! Ferrara!
(ALL stop dance.)

DE CELLIS:

Wine! Wine! Welcome, I tell you, - sing, sing, welcome Ferrara. Sombrero Broncho!

(They take up wine jugs and cups, and sing the music of the "Sombrero Broncho.")

(DE CELLIS and MEXICANS go L., meeting Ferrara and his band of Mexicans, exchange effusive greetings, drinking, all the time the singing is kept up as they weave in and out among the hop rows. The AMERICANS look on chatting and laughing gaily.)

(The MEXICANS carry lanterns and hang them up on poles around platform.)
(Cries from MEXICANS, "LUISA, SENORITA LUISA, SENORITA LUISA.")

(SENORITA LUISA is in semi-Mexican costume, executes a wild solo dance upon the platform during which some of the figures on the stage move in and out between her and the front of stage, chatting and drinking while watching the dancing, parting now and then so that the audience gets a full view of the dancing, and then closing up so that she is lost in the picture in order to keep away from the idea of the dance being a "specialty")

(The closing dance is the "SOMBRERO BRONCHO", in which all the MEXICANS and some of the AMERICANS take part. At close of dance two men beating large gongs, call out "Supper is ready"- "Supper, supper, supper!" DANCERS break up very abruptly, OMNES take up cry - "Supper is ready, Supper, etc., and exit noisily and with great confusion.)

MIKE:
(Who is still with EVA by camp fire.)
Say, kiddo, there's somethin' doin' in the hash house. We can't afford to miss it.

EVA:
I won't go without my sister. Freshy! Freshy!

(EFFIE and ALBERT have been back of hops up stage during dance.)

(EVA and MIKE arise and start off R.)

EVA:
I want my sister. I'm going to find my sister and take her home with me.
(Going R. 2.)

(MIKE and EVA exit R. 2.)

(EFFIE and ALBERT come down C. EFFIE first, looking anxiously after Evangeline off R.)

EFFIE:
I guess you think I'm actin' awfully funny. Let's stay out here a while. I like it so much better.
(Face to R.)
Look, look - the mist - there, there, - see.

ALBERT:
Yes, it has caught all the tents now, hasn't it?

(Shouts and laughter in distance. Music of guitars that rises and then quickly falls into silence.)

EFFIE:
How yellow it is over where all the people are.
(Quickly.)
It's comin' up the hill - fast - fast. Aw, I like this better,
(Turning L.)
where it's bright.

ALBERT:
Yes, isn't it clear -- all the way up to the hill tops.

EFFIE:
Look, the leaves there, see, they look like they were dancing, don't they?

ALBERT:
Isn't it strange! I never noticed that before, they're yellow too in the moonlight.

EFFIE:
Do you ever feel like you were somebody else - do you ever feel - like you had gotten away from yourself, and were somebody else? Well, isn't that funny. That's the way I feel tonight. There's only one thing - I'm afraid, - if - if - if - you were to meet any of your friends when you were with me, you'd be ashamed, wouldn't you?

ALBERT

Ashamed of you? Why, dear, that would be like being ashamed of an angel that didn't speak my tongue. (Guitars playing "La Gala Drina") Do you hear?

EFFIE

Aw, yes, I hear - It's - about something being found,- you said.

ALBERT

Yes, something they have found. But they couldn't dream what I found here when I first saw you, - everything,- everything. I have been as blind as death all my life.

EFFIE

Blind?

ALBERT

(as natural and colloquial as possible, yet giving the effect of being carried away by the music, moonlight, beauty and perhaps above all, his own youth) Yes, blind. I never saw anything until I came to look at all things with you. You took away the blindness from my eyes and everything was sweet. You! You! YOU! I Knew, of course, there was a God. They made me kneel down to Him when I was that high, and pray to Him, - but I never really knew him, - but to-night when I was with you, I felt that you were on one side, and that on the other there was some mysterious un-dreamed-of God's arm around me, and that he was leading us on, on over the hills,- over the hills.

EFFIE

(slowly, earnestly) You mean that? You mean that? You mean every word that you say? You're not just saying words because you got started and cant stop,- and sort of keep on saying them, - but you truly mean that?

ALBERT

Why, of course, I mean it. Just think, - this is our last Night.

EFFIE:
Don't say that. It makes me feel so, - so lonely!

ALBERT:
Doesn't it? Just like there were sunsets and roses behind you, and an empty room before. No, no, I can't do it, dear, I can't!

EFFIE:
Can't do what, Albert?

ALBERT:
Go back to my old empty sort of life. Oh, I don't know how to say it, but can't we make this last all our lives? This wonderful singing happiness. We must! We will, dear - take all the light and music and love and bottle it up in our hearts, and keep it forever, forever. I don't know how to tell you what I mean, but my little childheart, won't you, when I go back home tomorrow, won't YOU go back with me?

EFFIE:
Go back with you? I'm afraid I can't do that.

ALBERT:
You can't go home with me?

EFFIE:
You MEAN -

ALBERT:
You can't - you can't be my wife?

EFFIE:
(Hardly realizing the truth; slowly, almost a whisper.)
YOUR, YOUR, - you mean - you want to marry me?

ALBERT:

(Eagerly, passionately.)

Yes, yes, my little one. That's all there is in this world I do want. You for my wife, just to take you right up in my arms now and carry you away, away from all this poverty and work, and show you all the great worls, and make you happy, - help you to learn all the things about books and all that - Please I want you so, I want you so, I can't wait, I want you so, my little heart. PLEASE, PLEASE, dear little heart, it is the - -

(EVA and MIKE heard drunkenly singing.)

EFFIE:

(With a heart-broken exclamation.)

Oh!

ALBERT:

It's that drunken couple again.

EFFIE:

(Goes quickly behind hop vine.)

ALBERT, ALBERT, DON'T, DON'T. Let them - -

ALBERT:

(Takes her in his arms.)

Why, don't worry, no one shall harm you. They can't hurt you.

EFFIE:

Hold me! Hold me CLOSE, CLOSE, CLOSE! Please, please!

ALBERT:

(Holding her closely in his arms.)

Little one! Little one!

(Parties of MEXICANS, swinging lanterns, saunter back through hop fields, singing La Gala Drina.)

~~(EVA and MIKE appear with arms around each other.)~~

EVA

(R. 2 in shadow) I want my sister,- I want her.

MIKE

(soberly, subdued voice) There's somebody there. (looking up in hop rows)

EVA

Where?

MIKE

Up there in the shade. Dont you see em? (starts up stage)

EVA

Better let em alone. Dont butt in. No,it aint her cause she dont answer

MIKE

Come on, let's go home. I dont want her anyhow. (exits R.2. toot of auto horn is heard)

(Spanish voices in the distance singing "La Gala Drina" which is timed in accord with the dialogue)

ALBERT:

They've gone! Look! Look!
(Indicating R.)
Thelights are out! They've all gone!

EFFIE:

They've gone and -
(With meaning.)
They'll NEVER COME BACK!

ALBERT:

HOME! That's where they've gone. It's a nice old word, isn't it? That's where I'm going tomorrow.

EFFIE:

Tomorrow?

ALBERT:

Yes, little one. Will you go with me?

EFFIE:

YES, ALBERT.

ALBERT:

MY WIFE! MY LITTLE WIFE!

(LA GALA DRINA reaches climatic, triumphant note, then diminuendos softly to -

SLOW CURTAIN

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-:- A FOOL AND A GIRL -:-

ACT III.

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-:- A FOOL AND A GIRL -:-

ACT III.

x Change her entire scene giving blame and instructions to Eva

-:- ACT III. -:-

An elegantly furnished suite in the "Buena Vista" Hotel, San Francisco. Walls and ceiling of dark amber. Woodwork, also upholstering of furniture in soft brown. A very large bay window L. with window seat. Down stage R. a door leading into main hall. R. U. door leading into alcove room. C. a door leading into bed room. L. two small closet doors. L. above window, bureau with large mirror. Toilet articles on bureau, also two photographs, one of a young woman,- the other of an elderly woman. Above door R.2. telephone. R. of C. big lounging chair. L. of C. large table with immense jar of California poppies. Also large brown jar on floor by telephone filled with California poppies. On wall at back are two Gibson girl prints. Furniture to give a rather light effect, free from any heaviness.

Two days are supposed to have elapsed between Act II and Act III.

The bell is heard ringing violently. EFFIE comes through upper C. door which is open. She is dressed in simple grey walking suit, and soft white shirtwaist. Goes to door R.2. Opens door. EVANGELINE enters hurriedly.)

EFFIE:

(At door, - with great concern)
Well, - did you find her?

EVA:

(Xing to L.)
Say, Effie Tucker, why did you ever send me on such a wild goose chase for. I can't find you no mother. I can't do it.
(She is dressed in same costume as worn Act I.)

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EFFIE:

(Coming C. seriously, in deadly earnest as is her attitude through all this act)

Yes, but I must have her. He's been askin' about her. I had to tell him - somethin' - so I told him she would be here at one o'clock. We are going to be MARRIED now at two o'clock.

EVA:

(In astonishment)

At two! Why - I thought - Say, ain't you the foxy kid. And me near queerin' the whole gag. MARRIED!

(X's to couch R.)

Start one bunco and end up with another, and now it's moved up to twomo'clock. Say, I'm in a fog. It gets faster and faster.

EFFIE:

He's got to start East at six o'clock, and he's crazy to be married right off. I'm miserable, - and yet I'm happy too. Think of it - ME, his wife! O, but I want to get it over and go away from this place, and I'll never come back again, never, never!

(Change of tone)

But Eva, you must get me some kind of a mother before one o'clock. I just told him her hair was kind of brown-like, and she was about my size. Then he said, "Has she got Eyes - like you?" and I said "No, they're blue and he remembered it.

EVA:

(Flopping down on couch)

My lord, what did you say that for. Can't find no mother with blue eyes. I walked the soles off my feet. It can't be done.

EFFIE:

(Walking up and down distractedly)

Oh, what can I do? You did it, it's all your fault. You, YOU made me write that letter, YOU made me have a mother, and now I can't find her.

(Drops head on dresser despondently)

EVA:

(With sad reproach)

That ain't my fault. You oughtn't be so damned particular about describing her. You remember Antoinette Kelly? She had the loveliest mother! I could get her for fifty dollars too. She was an actress once, but she had black eyes. I fixed a story about her getting scared to death, and her hair turnin' white in a night, but her eyes couldn't turn blue in a night, but her eyes couldn't turn blue in a night. It's no use, we'll have to pass up the "mother" gag.

EFFIE:

(Tearfully, slightly raising her head, sadly, abstractedly, taking up hair brush and gesturing with it)

No, we can't. I was going to tell him that mama had gone fishing and got drowned, and then I'd have to go in mourning for a month, no, I can't sleep or eat or nuthin' for fear he'll find out. Oh, I don't know what to do. Let's cut it all out.

EVA:

Aw, we'll fix it some day. Leave it to me.

EFFIE:

(Despondently)

Then after we get away and I get East, I don't see how you are going to get rid of her.

(Drops head on dresser)

EVA:

That's a pipe. Get this marrying business over, and you get away you won't have no fake mother bothering you. I'll fix that alright.

EFFIE:

I hate to do all this. Say, it's terrible rotten. All that "con" business, and stealing and buncoing and drinking - and all that I've done, - and then marrying him, and him thinking that I'm a regular good girl, oh - it's all wrong, but Eva when I'm with him, I just forget all about everything, - all that I was before - everything.

(Slowly, with truer note than before)

It seems like I'd died, and been dead a long time, and sort of come to again in a different world. Oh Eva, think, think - oh ain't I glad of one thing. I wake up at night and cry and cry over that. [redacted].

EVA:

Why sure not, you're alright.

EFFIE:

I wish, oh, I wish I wasn't mixed up in all these lies, lies
(With sudden determination)
I know, I'm going to tell him the whole truth and that I'll be different from now on, and this -

EVA:

(Interrupting her, with great emphasis)
Not on your life. You tell him you was the sister of the lady he met in the Bull Pup Cafe, all about that buncoing business, - you stealing his watch and chain, and the letter to "Maw", - tell him that? And then you think he'd believe there was any truth in you? Nixie, nixie, if you tell him a word of that junk, it's him in a hurry wagon to the tall timbers and you'll be pining in the world.

EFFIE:

And I'll never see him again.

EVA:

Nixie, sure not.

EFFIE:

(Heart-broken)
I don't know what I'd do then. It's just this, I'd just have to die, if I've got to go back where I was before, and never see him. Just got to die that's all. I don't want to die, I want to live, I want to live
(With intense strength)
and be his wife, and live with him years and years and forever.

EVA:

Aw now, don't take on like that. You're better than any of these "milk and water" pussy cat women that never saw nuthin', and wouldn't know it if they did. Wait until after you're married to him a long time and prove it to him, that you're the real thing, and then you can tell him.

EFFIE:

(Hopefully, raising head from chair)

Could I do that? Would that be very wrong if I waited till then, would it, you reckon, because I want to tell him everything and then

(Breaks out in long drawn moan)

Oh, oh, oh, if it had only been all just different.

EVA:

(Xing C)

Aw, don't take on like that. You ain't doin' nuthin' wrong. Why, sure not:

(As though struck by an idea)

Say, has he told you all about what he has done? Has he? Has he told you?

EFFIE:

No, no, - of course not.

EVA:

There you are Bill: Take it from me, Kiddo,

(Sits)

The best of them at the best ain't good enough for you at your worst.

EFFIE:

Don't, don't, - don't say that.

EVA:

(Consolingly)

Sure, you're just as good as he is or any other man. They're a rotten lot, all of them. Who the devil fixed it all up anyway.

They tell a woman she mustn't move out of one spot, not even to take a drink, or she couldn't even wink her eye at a man, not even the ice man that comes every morning and don't make no difference about, and then they go around the corner and do whatever they please.

EFFIE:

(Rising, going up stage)

I know all that but -

EVA:

Take it from me, Kiddo, there's a chance of your life, to put yourself on Easy Street. When you gets him married, go East and don't make no breaks about coming back here again. I won't never bother you none, and Mike'll keep his mouth shut alright. Of course, you can pass us a hundred or two every now and then, you won't miss it none.

EFFIE:

(Up C. turns facing Eva - with all sincerity and intensity possible)

I'll be the best wife any woman could be. I'll wait on him and work for him, - and watch over him all the time. Oh, Eva, I don't know - I, - I love him so - I'll show him every day of my life what a woman can be till I wipe out all this old rottenness that's been - for him - just him - the first and the last, and the only one so long as God lets me breathe.

EVA:

Sure Bill.

EFFIE:

(Sitting R. of table L.C. on chair, despairingly)

But I must have a mother. He gave me five hundred dollars for my mother, and now I - I can't find her.

EVA:

Oh, I got one, - such as she is.

EFFIE:

(Quickly)
You got her, - where is she?

EVA:

(Laconically)
I got her tied up in the parlor. I didn't say nuthin' to nobody. Came up the side way. Nobody seen me, Just as well to keep it dark as you can, kid. Never know what might happen. But say, she's a bum. I'm scared she can't hold the job.

EFFIE:

Why, what's wrong?

EVA:

Aw well, she ain't savy, and then her eyes are brown - that's as near as I could match it.

EFFIE:

Maybe we can fix that up some way alright.

EVA:

(With assurance)
Sure Bill, most people don't know the difference between brown and blue, anyhow.

EFFIE:

Well, where is she? Bring her in.

EVA:

(Going to door)
Right outside.
(Opens door, calls)
Mrs. Kelly.
(To Effie)
She's comin kiddo, get ready to meet your mother.

MRS. KELLY:

(Enters. She is a very fleshy woman of about forty-five, with slightly effusive manner. Decided brunette. Affecting rather ingenuish style of dress much too young for her. White shirtwaist with very large red polka dots, black and white striped walking skirt, very short, black patent leather ties with French heels and bows, black open work stockings, black sailor hat, green veil, black kid gloves. Highly rouged)

Good morning, miss.

(R. C.)

EFFIE:

(L. C.)

Good morning.

(Goes to her, looks her over closely)

Oh, I guess they're alright, they're pretty near - they're not so blue.

EVA:

Aw sure, he won't be piking her off much. He'll be too busy. She's got to do.

EFFIE:

I guess we'll have to chance it anyway, but 6, - 0 -

(Shaking her head at Mrs. Kelly, goes up stage)

EVA:

(Coming C. in quick business-like tone)

Now, mother, come down to business. I explained the gag to you, and as she's goin' to marry the gent to-day, she's got to produce mother. Now mama, you're it. I ain't afraid, knowing the few things I happen to know in reference to you

(This very marked)

but what you'll keep mum about all this.

MRS. KELLY:

Aw now, Eva, you know how safe I am.

EVA:

Sure I do, 'cause you got to be.

EFFIE:

(Quickly, coming down stage)
Now, I've told him that we lived out in Vallejo all our life, and father died when I was a baby and you was sort of a silent woman, and never said nuthin' to nobody, so remember all this and don't make no breaks.

EVA:

Aw, I'll take her over to the room, and put her wise alright.

EFFIE:

Now, when you come here this afternoon, how'll we do. Soon as you see me, I'll say, "mother, mother, mother, it's been so long since I saw you" - and you put your arms around me, and you say, "Oh, my darling child."

EVA:

(R.)
I think if she put in that what we wrote in that letter it would be good, - "my own darling baby Daughter" - because that's familiar to him. If he heard you say that, he'd know you were alright.

EFFIE:

(A little encouraged)
We'll try it. If we get it started alright, we won't have no trouble. Now, here we go.
(Rushes into Mrs. Kelly's arms)
Mother, mother, mother, it's been a long time since I saw you last

MRS. KELLY:

(Meeting Effie)
My child, my child, my own darling baby daughter.

EVA:

(With grear enthusiasm)
Sure, that looks like the real thing. That's alright. Now, that's all, ain't it?

EFFIE:

(To Mrs. Kelly)

Say, you'll have to change that rig. Whatever you do, don't show up with that junk on your face, and all those glad rags on, cause that would queer the whole thing. You look like a Fourth of July horse.

EVA:

You leave it to me. Here, Mrs. Kelly, you wait out here.

(Goes to door R.2. opens it)

I'll be with you in a minute.

MRS. KELLY:

Alright, miss. I hope you'll like me, miss. I'll do the best I can.

(Exit R.2.)

EVA:

(To Effie)

WELL, what do you think of MOTHER?

EFFIE:

(Woefully)

She done rotten, I think.

EVA:

Aw, that'll be alright.

(EFFIE goes to dresser)

(Continuing)

He won't pay no attention to her. Nobody don't pay no attention to mothers nohow. Don't let that trouble you, kiddo. What's the matter? What's painin' you now?

EFFIE:

(At dresser, looking at picture, standing in despondent attitude)

Nothing much, I don't feel good somehow or other to-day.

EVA

Aw come out of it.

(Sits chair R. of table)

There's always got to be a little connivin' to marry a man. Do you suppose all them swell dames as you see hooked up with some rich man just sat at home and waited for him to come around and marry them. Take it from me, they're wise to more tricks than you ever heard of. It's a hard business, kid, and it takes wise heads to get them.

(Takes up picture and looks at it)

Whose picture is this?

(Crosses her leg, leans back in a devil-may-care fashion, hat set rakishly on one side of head, a satisfied expression on her face)

EFFIE:

(Looking at pictures)

That's a picture of his mother and sister. His sister's picture before she died.

EVA:

He hasn't got no sister, then, now?

EFFIE:

No. And his mother's so old, she can't move out of the house. He's got a brother though. What do you think? He's a preacher sort of a travellin' revivalist, or somethin' - down South.

EVA:

Introduce him to me. Make it a family affair.

EFFIE:

(After long pause in which she looks at picture and then looks at Eva - repeated twice - then slowly in puzzled tone)

They're different.

EVA:

Who's different?

Cor = here = Eva = you must let me serious = now = to save your soul.
Chew entre. sec.

EFFIE:
(Slowly, reflectively)
These women - from you and me. They don't look like us. I wonder - what - makes it.

EVA:
(Nonchalantly looking at pictures)
I don't know. Don't see much difference only - they looks sorter-hungry/

EFFIE:
(With decisive strength)
This is a DIRTY TRICK" we're playing!

EVA:
You ain't yourself to-day.

EFFIE:
Aw, I wish to God, I'd never been myself. Why couldn't I have been like he . You can look at that face, - his sister's, and tell what she was. Why couldn't we have been like her? I'm not going to do it. No sir. I haven't been wise to what I'm a doin', but I'm gettin' on to myself now.
(With earnest resolve)
There'll be no weddin' for me today, Eva Tucker, - it's me to get out of this.
(Puts hat on head quickly, takes it from table)

EVA:
How do you think he'll like it?

EFFIE:
O, - I wonder! I wonder!

EVA:
That's the question, Bill.

EFFIE:

For he LOVES me, the only man that was worth a hang that I ever saw, and he loves me. He loves me like he loves his mother and sister, only more, more, a million times more than he ever loved anybody and I could make him the happiest man who ever drew the breath of life.

EVA:

(Quickly)

Why don't you do it? You'll regret it all your life if you don't.

EFFIE:

(With sudden resolve)

I WILL do it. I WILL do it.

(Rising)

Look at that clock! Say he'll be back here in five minutes. You got to be going, - quick! - He mustn't see you here.

EVA:

(Gets up and goes quickly to door R.2. - thoughtfully and slowly)

Say, you don't think about nobody but HIM. You don't remember when we was little girls, do you? You used to call me "Sister" then, and I called you, - I called you - "Sis" Say, we haven't kissed each other for years, isn't that funny!

(Quiet emotion)

Would you mind calling me "sister" now, and I'll call you "sis", and then we'll kiss each other just this time, and to - hell with all the junk that's been between then and now.

EFFIE:

Sister!

EVA:

Sis!

(Slowly, with all feeling possible)

Say, honest to God, little kiddo, I hopes you get through it alright. Goodbye!

EFFIE:

Goodbye! Goodbye!

Cen. for all Other's sake

(EVA exits)
(EFFIE stands at door, holding knob in hand. After pause, she opens door quickly. Calls - "Eva, Eva" There is no answer. Slowly closes door. Goes over to bureau, raises her hands to take out hat pins, drops head on bureau, sobbing softly, slowly takes off hat, puts it on dresser, goes to table, takes up pictures, takes the handkerchief she has been wiping her hands with, rubs off the pictures and puts them on bureau again. Bell rings. She opens door R.)

ALBERT:

(Enters)
Well?

EFFIE:

(Goes into his arms)
Well?

ALBERT:

(Puts arm around her, they walk across the room to L. They go nearly past the mirror, when ALBERT stops)
Look, look.
(Suddenly, softly)
I see a BRIDE and GROOM. Dear, dear, dear me, aren't we the handsome ones. You know something.

EFFIE:

(Softly, shyly)
No, what is it?

ALBERT:

I reckon one half of me is better looking than it ever was before.
(He sits her down in chair L. of table, he sits on footstool at her feet, takes her hand in his, kisses it, puts it between both his hands)
Do you hear that?

EFFIE:

(In same soft voice, turning her head away)
Yes!

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ALBERT:

Why, why, look at this! What's all the trouble about? If the little girl isn't crying. Now, you mustn't do that. Aren't you all happy?

EFFIE:

(Nods head slowly, after a pause, tearfully)

Yes!

ALBERT:

(Getting up and putting his arms around her)

Don't you love me?

EFFIE:

(Quickly, emphatically)

Oh, YES, YES, YES!

(Pause)

What made you love me? I often wonder that?

ALBERT:

I can't tell you what made me. I just know, I do. Oh, by the way, I was going to surprise you. I thought my brother was coming to-day, and I wasn't going to tell you until he was here, but he can't come. Something or other has happened, I don't know exactly what, so now, we'll have to be married with no one but just ourselves and - and the preacher.

EFFIE:

I don't mind that. You'll be there.

ALBERT:

And you, YOU - my little wife!

EFFIE:

(Kisses him on forehead and very slowly and softly says)

My husband!

ALBERT:
You know that is the first time you ever said that.

EFFIE:
It isn't the first time I ever thought it.

ALBERT
It's only two hours more before - before you belong to me for ever and ever. My little wife! Then we'll get on a train, and go home, and my tired little heart can rest

EFFIE:
(With sudden tenderness)
Oh, what's that I want, Rest, REST, Albert!

ALBERT:
You know what I am going to do? I thought about it last night. I'm going to take your mother right off with us this afternoon. You don't think I was going to let her be separated from you like this. No sir-ee. She's going with us to-night

EFFIE:
Why, why no - oh no, - she can't do that. You see the fact is - well -

ALBERT:
Oh, yes, she can and she must. My mother she is now, too.

EFFE:
(Coaxingly)
Well, now - please, can't I have my way this time?

ALBERT:
Why certainly, dear

EFFIE:

Well, now, just let me manage this.
(Markedly)
Now, I've been thinking and planning - well, I was thinking about mother just before you came in, and I have it all fixed up. Now, for certain reasons, she can't go with us to-night, no, no, -I'll tell you. But after we have been East for a few weeks, then we are going to come back and get her, won't we? That is, if it isn't too much trouble for you?

ALBERT:

(Watching Effie in rapt admiration, seemingly hardly hearing her words)
What nonsense! How could it be trouble for me? Just as you say dear.
(Kissing her hand)
Just think I really have you for good and all.

EFFIE:

And now, now you must go, and I'll ---

ALBERT:

No more goodbyes after this one. Never again so long as we both shall live.
(Taking her in his arms)
My little child wife! Goodbye!
(Kisses her, X's door R.2.)

EFFIE:

Goodbye, my -
(Goes to him, very softly)
My Husband!

ALBERT:

My wife!
(Exits, shuts door, immediately re-turns)
I just came back to say I forgot something.
(Kisses her on forehead)

EFFIE:
Was that what you forgot?

ALBERT:
No, I don't want you to forget to wave to me this time. I'm going up the street, - the other side.

EFFIE:
Now tell me, - what did I forget it before?

ALBERT:
You had better not this time. I'll be back in just a few minutes.
(Exits quickly)

EFFIE:
(Stands in doorway and waves handkerchief. Softly)
Goodbye!
(After a slight pause, looking out, she shuts door, goes to window L., looks up one way, then the other, appears disappointed, then waves frantically, joyfully out of window. Stops drops her face despairingly in hands. Bell rings, then a hurried knock. She starts, then knocks again and bell rings again. X's to door R., opens it)

(EVA enters followed by MIKE, half-drunk)
Eva!

EVA:
(In great excitement)
I did 't mean to come back but I just seen him go out, and this crazy Mike is still jagged to the ears. I was afraid he's raise a rumpus and spoil the whole thing.

EFFIE:
Now, what are you trying to do, ruin everything?

MIKE:

(Drunkenly, in loud voice, sitting limply on couch)
I'm in trouble. Give me a couple hundred dollars, and it'll be alright.

EVA:

Now Mike, why are YOU cutting up like this and trying to throw us down.

EFFIE:

(Going to couch)
You'll ruin everything. I haven't got no hundred dollars. Wait until I get married, I'm going to treat you alright. Now you've got to get out, and get out quick, too!

MIKE:

Now, don't start any of that kind of talk 'cause when it comes to a show-down, I guess I can be there with the best of you. I may be drinkin' a little, but I ain't drunk.

EVA:

Say Mike, now don't raise no rumpus.
(Soothingly)
This guy will be coming back in a minute. Now, you come home with me. I'll see that you get enough money alright.

MIKE:

(Rising, drunkenly, tearfully)
Kiddo, you're the real thing. I got a feelin' a feelin ' in my heart for you. I likes you more and more and more. I, I, -

EFFIE:

(Who has been walking up and down stage in impatience, at C.)
Yes, Mike, now go, or we'll all be up against it.

MIKE:

(At door)
Well, I don't want nobody to think I was trying to make trouble for nobody, for I ain't one of them kind of guys. You know,

if you only knew me, - I'm one of the best fellows that ever lived, I am.

EVA:
(Starts him along again)
Oh yes, we know that, but come on now.
(EVA gets MIKE over to door R.2., opens it, gets him through the door, MIKE stops again)

EVA:

EFFIE:
(On the other side of room, looking out of the window)
There he is. Insee him now. For God sake Eva, get him out of the way.

MIKE:
No, I'm not going yet.

EVA:
Oh yes, Mike, now come on.

MIKE:
No, I ain't told her goodbye.

EVA:
Oh, that'll be alright.

MIKE:
You know - she'd never get over it, if I didn't tell her goodbye.

EVA:
No, no, Mike, not now. He's coming.

MIKE:
(Swinging Eva out of way)
No, nothing of the kind. I ain't goin' to hurt her feelings like that.

EFFIE:
(Taking him by the arm, starts as though attempting to force him toward door)
Mike, in Heaven's name, will you go?

MIKE:
Just as soon as I tell you goodbye, then I'm going.
(Ring at Bell)

EVA:
We'll get him out this door.
(Starting to door R.U.)

EFFIE:
(In frightened but subdued tone)
No, no. You'll run right into him.

EVA:
Ain't there no place you can hide us until you get rid of him.

EFFIE:
I don t know. I don't know. Yes, up here, in my room

EVA:
No, that won't do. How'll we get out without him seein' us?

EFFIE:
Here, I might put you in this closet.

EVA:
Sure, that's the gag. Then when you get him out of this room, we can make a sneak.

EFFIE:
Get a move on you.
(Puts Mike in first closet L. U.)
Now Mike, don't make any noise, and don't come out of here until

I come in to get you, do you hear?
(MIKE nods his head and then shut him in closet. EVA goes in other closet)

EFFIE:

(To Eva)
I'll let you know when the time comes.
(Bells rings again)

EVA:

(In closet)
Oh my God, I forgot mother.

EFFIE:

What?

EVA:

Here
(Alluding to package)
I've got her clothes here. She's She's waiting for me over tat my room.

EFFIE:

It's all off now. What's the use of trying?

EVA:

Be at the telephone - long distance - fake talk to mother, - missed the train - and when you get him out of the way, I'll chase her up.
(Bell rings again)

EFFIE:

(Runs to door, opens it quickly, very excited manner as ALBERT enters)
Oh, it's you. I was in the other room. The telephone bell is ringing too, excuse me.
(Runs to phone R. just above door - at telephone)
Yes, yes, here I am now. Yes, this is Miss Effie Tucker. Yes, Yes. Aw, why is that you, mother? Yes, hello, hello, what is

it? You can't come? Hello, hello!

(ALBERT puts hat on table L., also small box containing orange blossoms)

(Still at phone, in whisper)

That's alright Central nothing, keep off.

(In loud voice)

Oh, I'm so sorry you missed it. Well, I'll put it off, yes, I will. I'll put it off. What? Superstitious? Well, if you say so. Bad luck to put it off?

(Reluctantly)

Alright mother, I'll promise but I'm so sorry. 4 o'clock. Well, goodbye, goodbye.

(Hands up receiver. To Albert)

Oh, isn't that terrible. Oh, I forget I want you to talk to her.

(Runs back to phone)

Hello, Hello, Central, what was that number? Oh, you don't know. alright.

(Puts up receiver - to Albert)

I wanted her to talk to you, too. It was from mother. Isn't it terrible, she missed the train.

(Bell rings again violently)

Yes, that's alright Central, nothing at all. Thank you.

ALBERT:

She'll be here at four o'clock. We'll have to postpone it.

EFFIE:

Yes, that's what I said but she said if I did, she wouldn't come at all, - she's superstitious 'bout postponing a wedding, - so that's why I promised her I wouldn't. Was it wrong?

(With frightened timidity)

ALBERT:

(Assuringly)

Why dear, of course not. I am superstitious too about not getting you soon enough. Little dearie heart. They do say it's bad luck though, - and if she feels that way about it, - is it wrong? - I don't think anything you do, could be wrong, and you don't mind, do you, because it's such a simple, funny, unconventional sort of a wedding. No church, no music, nor anybody but just I, in this little place.

EFFIE:
Do you think that would make any difference with me? I don't trouble about those kind of things any more. It's just that everything's wrong when you are away and everything's right when you are here.

ALBERT:
Dear, tell me, shall we be married in this room?

EFFIE:
(Quickly, emphatically, thinking of Mike and Eva)
No, no, Oh no, not this room.

ALBERT:
Well, why not. This is much the larger room.

EFFIE:
No, the room in there. I like so much better. I call it my little room. This is too big.

ALBERT:
Sweetheart, just as you say.

EFFIE:
Would you, - would you mind waitinf in the other room just a little while.

ALBERT:
No, certainly not.
(Looking at clock)
Why, it's only half an hour more. I didn't think it was so late.

EFFIE:
Oh, dear me, I'll never get ready in that time. Just a few moments, just a few and then -

ALBERT:

Forever and ever!
(Exit in upper room R.)

EFFIE:

(Runs to closet EVA is hidden, EVA comes out of closet)
Sneak, Eva, quick! O, this is terrible.
(Then goes to where Mike is concealed, opens door)
Mike, Mike, come out. My God, he's asleep. Mike, Mike, wake up! Oh, I can't wake him up.

ALBERT:

(In other room)
Oh Effie, just a moment, I forgot something.

EFFIE:

Not now, Albert! In just a minute.
(To Eva)
He's asleep. what shall I do?

EVA:

(At Mike's closet)
He's drunk, you can't wake him up. Let him sleep it off. As soon as you get the thing over, get some excuse to get out of the house, and then I'll get him out.
(Shuts herself incloset)

EFFIE:

(Shuts Mike's door, looks quickly around, then calls to Albert in other room)
I'll be ready in a few minutes.)
(Exits into room U.C.)

(Silence in room for short time, then kick and groan from inside MIKE'S closet)

ALBERT:

(Calls from room)
I'm coming.
(Enters)

I forgot

(Sees that Effie is not there, goes quickly to table, picks up his hat, starts back to room. As he is nearly at door, there is a groan and another kick from Mike. ALBERT stops, looks anxiously around, and then goes to door R. U. As he gets to door, noise from closet is heard louder than before. ALBERT again stops, comes back into room, then the noise still louder is heard. ALBERT goes quickly to closet in which MIKE is hidden opens it. MIKE is discovered on the floor wiping his forehead)

Well, what in the world is this?

MIKE:

(Placidly)

Say, kid, it's hot in here.

ALBERT:

Well, who are you?

MIKE:

(Softly)

My name's Mike.

ALBERT:

Yes, I imagine What are you doing here?

MIKE:

I needs the money, Bill.

ALBERT:

Well, I must confess you are the most candid burglar I ever met in all my life.

MIKE:

Kiddo, you does me wrong.

(Comes out of closet)

Kiddo, they didn't want me to see you, they're ashamed of me. Say Bill, she's alright. They don't make 'em better.

(Sits limply in chair L. of table)

ALBERT:

(Quickly, sharply)
You stay where you are.
(Goes over to telephone, takes down receiver)
Is this the clerk? Send up an officer at once. I have caught a thief in the room, yes, a thief. O, I'll keep him alright.
(Puts down receiver goes quickly in front of door)

MIKE:

Aw to hell with you.
(ALBERT takes MIKE by throat, slight struggle. He throws MIKE down in chair R. of table. EVA comes out of closet)

ALBERT:

Oh, there's a pair of you, I see. I've seen you before. So you do this kind of work too, eh?

EVA:

No, nuthin' of the kind.

MIKE:

Say mister, you're making a hell of a mistake here.

EVA:

(L. of table, advancing)
We got in here by mistake. My brother was drunk, and I was trying to take him home. That's all, and the door wasn't locked, and then we came in, and the lady that lives here came to the door and we hid in here. Let's get out of here now before it's too late.

ALBERT:

Too late for what?

EVA:

You let us go now.
(Bell rings)

ALBERT:
Don't trouble, I'll let you go, both of you.
(Goes quickly to door R., opens it, 2 police officers and Clerks enter)

CLERK:
Well, sir - what's the trouble?

ALBERT:
I found these people in the closet of this room.

CLERK:
Oh, burglars, eh?

ALBERT:
No noise, please. I don't want to frighten her.
(Indicating Effie's room)

IST OFFICER:
(Goes over, stands R. of Mike. 2Nd OFFICER stands L. of Eva)
Well, we'll attend to them, sir. They'll give you no more trouble.

MIKE:
(Who is standing by Eva)
You're making a hell of a mistake here. We ain't no thieves. I'm a friend - of - the - lady you are going to marry.

(OFFICER looks questioningly at Albert)

EVA:
(Whispering to Mike)
For God sake, keep still!

MIKE:
Not by a dam sight.

ALBERT:
Officer, the man is drunk, or crazy.

MIKE:
(Sobered by fear, very intense-rapidly)
What I'm telling youse is the truth. This girl here
(Referring to Eva)
is her sister, and we was here to see her before she gets married to you, and she hid us in them closets and that is all there is to it.

(EFFIE enters from upper door C. POLICE step back as though undecided what to do)

POLICE OFFICER:
Is this the lady? Do you know these people?

EFFIE:
Which twompeople?
(OFFICER points with club to Mike and Eva)
(Coming C.)
Why these people, - these people -

EVA:
(Breaking in loudly, swaggering in front of Effie)
Aw Mike, what's the use of a making a bluff like this. We never set eyes on this dame before. We just got a little jagged and got in the wrong house. I'll go with you alright, old boy I can prove who I am.

2nd OFFICER:
Oh ~~I thought so~~. You can, you can. We'll see about that.
(Goes to Eva)

1st OFFICER:
Now, that's something like it.
(Puts hand on Mike's shoulder)
Come with me, my man.

MIKE:
No, it ain't so. I tellyou. It ain't so.

OFFICER
(In loud threatening tone)
Didn't you hear your partner just own up to it?
(Takes MIKE off R. CLERK follows)

EVA:
Say mister
(To Albert)
would you mind looking in that closet, I think I dropped my pocket book.
(ALBERT goes to closet)
(To Effie)
Lady, I'm sorry we butted in on such a day as this. Don't worry about me none. I guess I have a friend who will help me out this evening, me and my pardner O. K. Don't say nuthin' about it lady, not a word.
(With a sudden lovement, drops back a couple of steps putting herself close to Effie)

EFFIE:
(Whispers quickly)
Yes, yes.

EVA:
(Whispering)
Alright, keep the game up.
(EFFIE turns up stage)
(Back to Officer who has turned toward her, to officer)
I'm with you.
(In loud tone)
Sure lady, don't you worry none.
(As ALBERT turns from closet)

ALBERT:
I guess you made a mistake? There's nothing there.

OFFICER:

Come on with me you.
(CLERK enters from R.U., stands in doorway)

EVA

(At doorway)
Sorry to have troubled you. Much obliged, kiddo.
(ALBERT closes door R.2.)
(EFFIE X's slowly to dresser, looking vacantly into space)

CLERK:

(Coming down C.)
I am very sorry, sir, very sorry, and you too Madam, that such a terrible thing as this should happen, and at such a time as this, too.
(EFFIE comes forward, looks into mirror, brushes her hair back with her hands, turns, looks at Albert, X's in the same abstracted manner to L. C. of table, sits, looking into space)

CLERK:

Can I help you, sir, in any way, I'll -

ALBERT:

(In some embarrassment)
Thank you. If, - if - you would - things are a little unconventional, if - I am expecting the minister any moment. If you would meet him, and take charge of things, - a little and act as a witness, - I'll -

CLERK:

Why, gladly. I understand.
(Smiling)
[illegible].

ALBERT:

In that room.
(Going L. U.)

CLERK:

(Following)
Certainly sir, with pleasure.

ALBERT:

In just a minute we'll be ready.
(Bell rings. ALBERT goes through room R. U. The CLERK in adjoining room, closes one of the folding doors. As he starts to close the other door, ALBERT enters accompanied by minister. They are seen through open doorway in adjoining room. They all bow cereminiously. Clerk stops in bus. of shutting other door and with minister goes L. ALBERT enters closing door behind him At door L.U. -)
Well, dear, are you ready?

EFFIE:

In just a minute, Albert.

ALBERT:

(Coming down stage)
I'm sorry.
(Comes over to her, puts arm around her)
It's all upset you. Now, we can't have that on your wedding day.
(He kisses her on forehead and eyes as she sits motionless in chair.)
Why dear, I forgot something.
(Goes to dresser and gets box of orange blossoms)
What sort of a bride would you be without Orange Blossoms?
(With playful tenderness)
Why, whoever, heard of such a thing?
(Kneels down at her side, pins on the orange blossoms)
They are awfully pretty, aren't they, dear?

~~EFFIE:~~

~~Yes.~~

~~ALBERT:~~

~~Like the blossoms in my heart that bloomed the first day I saw you sweetheart. Do you know what I said to myself?~~

EFFIE
(In far-away voice)
Yes, oh - yes.

ALBERT
Like the blossoms that blossomed in my heart the first day I saw you sweetheart. Do you know what I said to myself then?

EFFIE
(Thoughtfully, slowly)
No, what did you say then?

ALBERT
I said to myself that whatever might happen, I was going to have you for my wife, and so I have.
(Clock strikes two)
Listen dear, it's two o'clock. Come, didn't you hear? They are waiting for us.
(Knock at door R.U. Albert goes to door)

EFFIE
(In far-away voice) Waiting - for - us.
(ALBERT opens curtains)

CLERK
(In curtains, with simple dignity) Pardon me sir, but I wanted you to know that everything is in readiness, and the - the minister has arrived.

ALBERT
Very well, sir. In just a moment.
(Clerk exits, draws curtains. ALBERT X's to Effie, takes her hand, holds it between his, stands with head bowed for a moment, then lifts his eyes to hers)
Do you know what I did just then?
(With simple earnestness)
I prayed that God would never let you through one day, regret this day, dear.

EFFIE
Oh! Oh!
(With hardly heard moan of despair)
What was that you said about the first time - you saw me? That no matter what might happen, you would have me - to be your wife.

ALBERT
Yes, dear, yes.

EFFIE
(Rises from chair,-stops, looking across table at Albert, with

great sorrowing voice)
HOW MUCH YOU LOVE - - HOW MUCH YOU TRUST, - OH-
(Looking up despairingly) Help me!

ALBERT

(After pause, in low wondering tone)
Why, Effie -

EFFIE

DONT, DONT look atme, -cause I cant say it with you looking like that,- OH, I wanted to so much,- so much.
(Slowly, hesitating, feeling her way)
You know that woman, - that woman that was here, - that woman-

ALBERT

(In quick, decisive tone) Dont mention her again. I met her once. I know what she is. She's nothing but the scum of the street,-that's why I -

EFFIE

(Desparately)
Oh God Help me,- 'cause what that man said - was true - That woman was my sister, and I, too, aint nothing but the low-down scum of the street.
(In self-hurting bitterness)

ALBERT

(In breathless bewilderment)
Effie, Effie,-what are you talking about,- no, no, -it cant be true, - you -

EFFIE

(In depth of self-humiliation)
It can be true,- and it is.

ALBERT

No, no.

EFFIE

Yes, every word ofm it.

ALBERT

(In sharp quick tone, as though trying to bring some one back into conciousness)
No, no, - why Effie, - don't stand there like that, - why what's the matter with you?

EFFIE

Oh please, you mustn't look like that. It can't make any difference to you now, - now that you know what I am.

ALBERT

You - you - t[illegible]t - -

EFFIE:

(In the very depths of suffering)
Yes, yes, me - the goody-goody girl, that pretended to be so sweet, all lying - the letter I got was just a scheme.

ALBERT:

(Interrupting)
But why all this - why, why?

EFFIE:

Just for money, that's all. It all came from that night my sister met you in the Cafe, and knew that you had money, and no woman as you knew was bad could get it, so we fixed up this scheme for me to go up to the Hop fields and play that I was innocent, and that's hos it happened.

ALBERT:

(In stupor of agony)
Yes, that's how it happened, oh, I see now. I see - fool, fool - Father forgive us, Merciful Father forgive us.

EFFIE:

(Going on in self-hurting determination as though trying to clear it all out and be done with it)
Just like schemes I've done before in my life, lying and scheming- and al that. I was raised up to it, and never thought much about it, till you, you - till now, - that letter I got from my mother was just part of the game to get monet, - I haven't got any mother, never had any mother that I know anything about. I thought it was just like the others, - all a joke at first - all those nice good things you talked about, - at first I thought it was all junk, and then, this is the funniest part of it all, - I got to believing in them myself - I got to see how beautiful it all was, and how rotten I wasn, and then, - then I wasn't happy any more. I was so mixed up with the lies I had told, I couldn't do nothing, - though I did want to tell you all about it. I got to hoping that what I had done might not make much difference after all, but what I am now, and what would be, would make it alright, - so I thought at first I would marry you, and be the best wife any woman could be, and it would be alright, but when you wouldn't believe what Mike said about me just now, I knew I had to tell you everything, - one thing more,

please, I suppose it won't make much difference now, but please, I want to tell you, everything. In spite of all this junk that's been so rotten, I've been through I never was

(In low awe-struck tone)

I never was one of the real bad kind, I mean that wrong way - with no man - please won't you believe that anyhow, - aw, I'm sorry, - I'm sorry - honest to God, I'm sorry enough to die right now, - but I didn't mean it to be like this.

(There is a long pause, ALBERT lifts his head staring into space and then drops it again.)

(EFFIE in terror from his silence)

Say something, don't keep still like that. I just want you to know one thing, now and for all my life, I'll be different, - you believe that, - please tell me you believe me.

(ALBERT makes no reply)

Won't you? - Won't you - say something to me?

ALBERT:

(In quiet, natural key, weighing every word, looking directly in front of him)

It must have been very funny to watch me being such a damn fool.

EFFIE:

Oh don't, - don't say that.

ALBERT:

It's a queer world.

EFFIE:

(Taking Albert's natural commonplace tone)

Yes, that's true enough, God knows.

ALBERT:

Well, what are you going to do now?

EFFIE:

I don't know, exactly. I never thought about that at all.

ALBERT:

(Bitterly)
No, I suppose not. It doesn't seem you've thought much about anything. You, YOU - are such a THOUGHTLESS soul.

EFFIE:

Yes, I guess I am, and now, now
(Meaningly)
oh, this is the END OF IT ALL.

ALBERT:

(Srpings from chair - torrent like in terrific outbreak, yet more in suffering than vindictiveness)
Yes, this is the end of it. I should thank GOD is IS. The END OF IT, YOU and your low schemes and traps and filth and LIES, LIES, LIES -- I ought to kill you before you've made more hell like you've made for me now.

EFFIE:

(With hysterical rapidity, all possible passion and intensity)
That's right, I wish you would. Honest to God, - homest to God, I wish you would kill me now, for I want to die. But can't you see I'm not the same woman now I was then. YOU, YOU HAVE MADE ME DIFFERENT.

ALBERT:

Different? - you different? All this that's been between us has been nothing but rottenness from first to last. Aren't you satisfied now? Now that you've made me the biggest fool God ever put breath into? What more do you want? Are you satisfied now?

EFFIE:

Don't, - don't think I want you to marry me. I wouldn't have you soil yourself because you are like God, you are. I don't want you even to see me again, but please tell me you believe me.

ALBERT:

Believe you, - YOU, you who have never told one single truth since the first day I saw you? After all this, <u>you ask me to believe you?</u>

EFFIE:

Yes yes, for it's the truth.
(ALBERT is standing to one side of chair R. of table. EFFIE throws herself across chair, clutching wildly at his coat)

ALBERT:

(Now losing all control of himself)
The truth, THE TRUTH, yes, yes, I know. Now let me go, and tell those people that are waiting what a fool you've made of me. TAKE YOUR HANDS OFF MY COAT.

EFFIE:

Tell me you believe me.
(Telephone buzzer rings)

ALBERT:

TAKE YOUR HANDS OFF MY COAT!
(EFFIE catches hold of his hands as he takes hers to throw her off. He struggles with her, going to door)

EFFIE:

(In hysterical repitition)
Don't leave me like this - not like this, - Albert, Albert - just that you believe me, that's all.

ALBERT:

(Losing all control over himself)
Let go my hands, I say. Let go, YOU AND YOUR LIES FOREVER!
(Exits slamming door behind him)

EFFIE:

(Crouching on floor by door moaning)
Albert! Albert!
(Telephone buzzer which is just above door rings insistently. After a pause, EFFIE who is still on knees, takes down receiver, trying hard to control herself)
Well
(Pause)
It's alright, EVA, YES - EVERYTHING-WILL BE-ALRIGHT.

(Pause -)

YES, - YES

(Weakly puts up receiver, then sinks in a heap on floor, one hand holding receiver.)

C U R T A I N.

J. E. NASH

STENOGRAPHY Nash TYPEWRITING

1370 BROADWAY,
Cor. 37th Street,
NEW YORK.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

-:- A FOOL AND A GIRL -:-

ACT IV.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

-:- A FOOL AND A GIRL -:-

ACT IV.

-:- A C T IV -:-

Five years are supposed to have elapsed between Act III and IV.

SCENE: - Interior San Gabriel Hand Laundry, Los Angeles, dayafter Christmas. Door U.C. leading into street; it has a sliding pulley, and rings on all exits and entrances (not a jarring bell). R. is an ordinary office desk, on top of desk, a pile of sensible looking books. R. 2. door leading into other room. L. against wall, shelves for the finished laundry packages. L.U. against wall, one ironing board. Behind glass door L.C is seen the ironing room with five girls working. R.C. a big open window; across a triangular grass plot, is seen the street. There is a picket fence very closeto the window. In the grass plot is an orange tree with ripe oranges and white orange blossoms on it. In the wimdow, pots of poinsetta, also holly used for decoration; a vine of roses also running up window sill R. outside. There is also a counter in front of the boxes holding the laundry. In front of the counter are two stools. Laundry slips; other papers on counter. In C. by window, there are racks holding finished shirt waists, and fine lace. Opening of act windows are wide up, bright sunshine outside. There is a general atmosphere of brightness, summery warmth and beauty. Everything giving atmosphere of scrupulous cleanliness and freshness. Through the window, smoking a cigarette is a Mexican, leaning against picket fence. There is heard from down the street, the music of a hand organ playing, "In the Good Old Summertime". Street calls from a fruit pedlar, "Oranges, oranges, sweet oranges (coming nearer) Oranges, sweet oranges, here your nice sweet oranges, two dozen for five cents. Oranges, oranges". He is seen to pass the window, calling up to houses on each side, "Oranges, oranges", and passes on down the street. A grocer boy pushing a two-wheeled cart comes in

front of the window, takes out a package, exits, comes back and starts on leisurly down the street.

BOY enters with basket of packages supposed to be laundry just gathered. Takes them in to inner room where GIRLS are ironing, then comes out, takes packages out of shelves, goes over to door R. calls into other room.)

BOY:

Miss Tucker - say, do you want this stuff delivered to the Lankersheim Hotel?

EFFIE:

(From inside room.)

Yes, you want to get it over in a hurry too. Al so the packages for the Angelus.

BOY:

Alright, - I'll hurry alright.
(Takes packages, exits door R. U.)

SNIPKINS:

(Enters from U.C., very hurriedly, carries packages and papers, he is short, fat bow legged, bald headed, mustache turned sharply up at corners, with a busy nervous manner. Cannot speak too quickly or move to hurriedly.)
Merry Xmas everybody! Merry Xmas and a Happy New Year!
(Goes up to door opening into work room, opens the folding doors, calls into room.)
Merry Xmas and a Happy New Year girls!

GIRLS:

(From inside.)
Happy New Year! Merry Xmas, Mr. Snipkins.

SNIPKINS:

(Shuts door, goes to door R. 2., calls.)
Miss Tucker, Miss Tucker, Merry Xmas, and a whole lots of

Happy New Years.

EFFIE:
(From inside room - much more refined accent than used before,speaking in tone of the ordinarily fairly eduacted woman.)
Same to you, Mr. Snipkins.

SNIPKINS:
(At door.)
Did you get your receipt for the rent, Miss Tucker?

EFFIE:
Oh, yes, I got it alright, thank you.

SNIPKINS:
That's alright. Miss Tucker, oh, I got a great Christmas present. Bet you can't guess what it is. Miss Ticker, got the greatest Christmas present - it's over at the house. You know what?
(Whispering low.)
A baby, yes sir, yes sir, a baby, boy, boy, boy,
(In great excitement)
Oh, ain't we devils!

EFFIE:
(From inside.)
Oh - why Mr. Snipkins, well - let me congratulate you.

MR. SNIPKINS:
Well, I should say. Ain't it the Merry Xmas! You know I had nothing but girls - Merry Xmas after Merry Xmas, and nothing but girls. Every Merry Xmas a girl. Don't know why it happened, just seemed to come round that way. Christmas and a girl - fat girls, thin girls, red-headed, brown-headed, all kinds of girls, girls, girls; ANGELS - mind you, that is almost anyhow - but all girls. Now I've got a BOY. Oh, ain't we devils!

EFFIE:
Well, I'm awfully glad Mr. Snipkins. I hope -

(Laughs')
I hope you many more of them. I mean boys.

SNIPKINS:
Thank you, thank you. I just came in to tell you the news, and to wish you a Happy New Year, and take a little time to tell you how much we like you here in the house. Say Miss Tucker, if I thought all the girls would turn out like you, I wouldn't mind how many I had. Honest - I wouldn't - no joking.

EFFIE:
Why thank you, Mr. Snipkins, very much, I assure you. You must pardon me for not coming out but I've got my hands all mussed up in this work. I'll be through in a minute, then I'll talk to you.

SNIPKINS:
No, I won't have time. Say, Miss Tucker, you remember five years ago to-day?

EFFIE:
Five years ago to-day?

SNIPKINS:
Yes, when you started to work in this place for five dollars a week, running the iron up and down, up and down, from morning to night, my, - you certainly did work. I knew it - can't fool me - I knew it then, - I said to my wife - that girl don't get married, she'll own this business some day, and you do own it, all of it, and its the finest Fancy Laundry in Los Angels.
(More serious tone of voice.)
Well, good-bye, I just wanted to drop in on you, and tell you the good news. The best New Years in the world for you, and a whole lots of them.
(Back to original bright tone.)
Come up stairs just as soon as you can and see it. Eleven pounds. Goodbye. Happy New Years! Happy New Years!
(YOUNG GIRL, neatly dressed, clean blue-checked apron, comes out of ironing room, carrying shirt waist all ironed excepting one sleeve goes across the room, calls.)

GIRL:
Miss Tucker? Miss Tucker?

EFFIE:

(From inside room.)
Well, what is it?

GIRL:

(In doorway.)
Please, Miss Tucker, I want to know if I - oh, I hate to ask you since I just had a holiday Christmas - and going to have another one so soon - but my cousins from the East - and all of them, wanted to go out to the Ostrich Farm this afternoon - never seen no ostriches and this is the last chance, and I thought maybe if I worked right hard, and finished my lot, I might get off this afternoon-

EFFIE:

(Comes to doorway, stands in door. She has a little streak of grey hair L. side of forehead, otherwise very little changed in appearance save for a sweetened beauty in her face. While much quieter and more reposed in manner, still keeps her old charm, and is full of naturalness and brightness. Wears a white linen dress, as neat and pretty as possible, but in character with the surroundings. She is head of the establishment, and is not supposed to do the hard work now attending to the business part of it, mending helping out generally, but all through the act, she WORKS, trying to keep away from the old stage idea of MUCH TALK and NO WORK. Lightly.)
Well, tell me one thing?

GIRL:

Yes'm?

EFFIE:

(Teasingly.)
Is it that red-headed grocery boy you are going with, because if it is, - one thing I never could stand for, was a red-headed man.

GIRL:

Now, Miss Tucker, you mustn't say one word about him - he's -

EFFIE:

Auburn hair isn't it?

GIRL:

Now, I won't need to get off until about half past two. I can stay 'till then.

EFFIE:

Alright, I guess so.

GIRL:

(Beamingly.)
O, thank you, thank you Miss Tucker.
(Starts back to room.)

EFFIE:

(calling to girl)
Here Lizzie, you give me that shirtwaist.
(Still in teasing tone.)
I won't have any of my fancy shirtwaists ironed by a girl who cares for a red - headed man.

GIRL:

No, I'll finish it Miss Tucker, and all the rest of my lot before I go.

REDDY:

(A little girl about nine enters hurriedly from U.C. cheaply dressed.)
Oh, Miss Tucker, I wantyou ---

EFFIE:

Well, Reddy, what's all the trouble?

REDDY:

(Turns to window.)
O, I'll wait tillyou get through talking.
(EFFIE and GIRL have hold of shirtwaist.)

GIRL:
Yes, I'll finish it all Miss Tucker. Then I can go.

EFFIE:
(Good naturedly.)
Oh, go away - get out of here - hurry up, hurry up, I don't want to see you again 'til day after to-morrow.

GIRL:
O, thank you, Miss Tucker, thank you.
(Goes quickly into ironing room, can be seen putting on hat, etc.)
(EFFIE takes shirtwaist and goes to ironing board, L.U.)

REDDY:
Look what my cousin sent me from New York - Christmas card with snow on it.

EFFIE:
Oh my gracious me - ain't it just grand.

REDDY:
Yes'm that'sthe kind of Christmas I'd like - where it snowed, and sleigh bells and cold.

EFFIE:
well, I should say so.
(Starts to work with iron on shirt waist she took from girl - or ironing board against wall L.U.)

REDDY:
Say, don't you ever gettired of working?

EFFIE:
(Off-hand tone.)
Yes, once in a while.

REDDY:

Say, it's hot to-day, ain't it?
(NO answer. After a pause.)
Say, it's hot to-day?

EFFIE:

Yes, it's rather warm.

REDDY:

You like to iron? I think it's rotten. Say - what do you do with all them books?
(Pointing to books on desk.)

REDDY:

(Smiling)
Read them.

REDDY:

Say - -do you like books?

EFFIE:

Sometimes .

REDDY:

I see you reading em like you like em. Say - I think they're rotten. Paw says books never done nobody no good - guess he knows.

EFFIE:

Reddy?

REDDY:

Yes'm.

EFFIE:

Come here.

REDDY:

Yes'm.
(Goes to Effie.)

EFFIE:

Your face is dirty.

REDDY:

I know it.

EFFIE:

I won't love you any more if you don't keep your face clean.

REDDY:

(Confidently.)
Oh, yes you will. You always love me - cause.you know nobody else does.

EFFIE:

Now you mustn't talk like that - there's your father and mother.

REDDY:

Oh, nixie, they got too many - can't spread it around to all of us.

EFFIE:

Oh yes they can.
(GIRL comes out of work room with hat on, steals softly up to Effie, unseen, kisses Effie, then runs across to door C.)

EFFIE:

Oh, aren't you ashamed of yourself? Why - you scared me.

GIRL:

(At door.)
Merry Xmas and a Happy New Year to you by the bushel, Miss Tucker. Goodbye.
(Exits quickly.)

REDDY:
Say, you're funny you are.

EFFIE:
You think so?

REDDY:
Yes. You ain't got no husband or fellar or nuthin'. Guess that's why you like me.

EFFIE:
(Come to stool at counter L. bringingshirtwaist she has just ironed, sits at stool, takes needle and thread from work basket on counter, begins to sew.)
So, you've reasoned it all out. Dear, dear, aren't you the wise one.

REDDY:
I'm pretty smart alright. Say, I feel rotten - fixing up all week to go down town, and now maw won't let me - cause I was bad.

EFFIE:
(Raises her head at this and smiles meaningly.)
Is that so? Well, well!

REDDY:
(Pointing at streak of white hair.)
Say, what makes that? Part of you is an old lady, ain't you?

EFFIE:
(Slowly.)
Yes, part of me - is an old lady.

REDDY:
Wha do ne it.

EFFIE:

(Still sewing - in light natural tone, yet bringing out the deeper meaning, behind it.)

Well , dear, you see once when I wasa little girl, a bad, bad little girl - I wanted to go to a certain place with somebody - just like you - oh, such a beautiful wonderful sort of a place, and because I was a bad little girl, I COULDN'T GO, and you see I wanted to so much - I just sat and cried and cried al l day, and all night - and the next morning my hair was just like that. Now, you see that's what you get for not being GOOD.

REDDY:

Gee, I bet you was good some after that.

EFFIE:

(Tenderly, taking REDDY in arms.)

Well, I tried to be

(Rubs dirt off Reddy's face with handkerchief.)

and I never, never let let my face get dirty like this.

REDDY:

Well, why didn't you do whatyou maw told you? Then you wouldn't have been bad.

EFFIE:

Well, you see some people don't have maws to tell them things like others.

REDDY:

Gee, I'd like that.

(Whistles blow, woman's voice calling Reddy, REDDY you come on here now)

REDDY:

There's maw. It's twelve o'clock . I got to skidoo. Well, goodbye. Happy New Year.

(Exits.)

(GIRLS all come out of work room and exit.)

(MAN enters with pachage, puts it down on counter.)

MEN:
When can I get this?

EFFIE:
Can't let you have it before next Monday.

MEN:
Next Monday?

EFFIE:
Yes. Holidays you know. Work goes on pretty slow.

MEN:
(Starts up stage.)
O, that's soon enough.

EFFIE:
Than k you.
(MAN exits.)
(EnterEVA - same old EVA decidedly freshier and older looking - must look as though taking on the "forty-fat" alittle double chin, but dressed all in black with jet beads and forebelows.)

EVA:
Happy New Year! Say, my God, I've been Merry Christmasing all over this bum town - ain't it the limit!
(Sits on stool by counter.)
Say kid - you know it's the greatest bunco business in the world, this Christmas business. Here I grind out thirty - nine dollars and a quarter's worth of Christmas presents to people who don't put their hair up right anyhow, and all I gets in return, is Three Handkerchief, a Chinese pocket-book, and a pair of red garters. Kid, it's the limit. That is, of course outside of what you forked up!

EFFIE:
(Laughingly working at ironing board.)
Oh go on with you, what are you talking about? You make more noise than a ten year old thrashing machine.

EVA:

Say, what's the matter with you? What are you working for? Day after Christmas - you do nothing but work, work, work, all the time. Say, but that's a bully Christmas you gave us. Say, you should have seen Ellwood's face when I told him Mike andI was married - and going down to San Jose to live on the fruit ranch that you paid for out of the landry business. Say, kid, he nearly fell in a trance - all he says was - "YOU on a fruit ranch and YOU married!" I said sure "married" - why not - I tells him we've reformed. I told him I had to - getting so fat and old - nothing else doing - wear black now all the time. The married part hit him worse - I told him I was the originator of the "trial marriage business" I had Mike on trial for ten years. Say, kid, this reform business is alright, but it's damn hard work.

EFFIE:

You think you are reformed? That's what you call it?

EVA:

Sure, kid, Mike and I BOTH.have reformed. What do you think we're going down on a fruit ranch for. Say, it's an awfuljolt- you know coming up on the street car, just a minute ago, there was a guy comes in the car and sits down right by me - he had on a New Year's souse that was a peach. We was the only ones in the car, too, andhe sat down there .with a sparkler in his shirt front big as a hen egg, and all you had to do was just reach out and get it. You know my fingers played the piano in front of that sparkle something fierce, and I kept saying to myself - "No down to the fruit ranch, nothing doing, let it alone".When he got off that car, kid, there was tears in my eyes.

EFFIE:

Oh, go along with you.

EVA:

No, honest kid, I got to settle down. I'm getting so fat, look at me. Oh, every dog has his day, say, honest, I hate to see you working and slaving away here like you do. Say, what 's the matter with you, anyhow?

EFFIE:

Why, what do you mean?

EVA:

Say, why don't you marry that Albert Holly, and be one with it, instead of working like this. Haven't you proved what sort of a woman you are, after all you've done? Is that what's the matter with you? God knows you're stuck on him hard enough. He's the only man I ever saw you wink an eye lash for. Now he comes around every six months, looks as sodemn, as a Hebrew undertaker, says "Well, this is my day - I'm asking you again- Will you marry me"? Why don't you say "yes" and do it, instead of working around here, and looking sentimental every time that dago starts up on that "Da, da,da,da -

(Loud and strident - air of La Gala Drina.)

and feel like you were abused. Say, you must pay him to play that - nixie that junk for me - Next time, he stalls around, take it for me kid, you look sort of bashful like, then reach out with a strong arm, and grab him by the neck, and say "Youse is the kid for mine", then telephone for the preacher, and fifteen years from now, I'll come around and say "How do do to all the kids. No, say, Honest to God, you won't be young and pretty all your life you know. You want to get wise.

EFFIE:

You don't know what you are talking about, Eva. I don't want you to say anything more about this now. Of course, I know what you mean, and I know you always mean alright. That big old heart of yours is almost as big and loud as your mouth. You never mean't any harm to anybody.

EVA:

Go on, kid, you'll have me doing the weeping act. Cut it out, cut it out, Nixie.

EFFIE:

(Leaning over counter.)

Now, I've given you this little fruit ranch for yourself and Mike, and I'm not tellin' you what either one of you should do, or ought to do. There's plenty of money in it, if you want to stick to it, and you know - that trouble you got in last year.

EVA:

Breathe it low - kid - that scared me out of seven year's growth. And it put Mike on the bum for the rest of his life.

I'm not going to take any chances like that any more.

EFFIE:

Well, why don't you just go down to the place, you and Mike, and settle down. You know, Eva - I don't do much in the preaching line - I'm just telling you the truth of one who's been up against it all and found out you have to WORK to get any happiness out of life. Work work - it's the greatest thing in the world - I have had more happiness flirting with the festive iron here, than I ever got out of all the rest of it.

EVA:

Sure Bill, I know you're right, if you only can get started. You know when I get a good streak on, I go out - and get down on my knees in the kitchen - and scrub the floor , and I get through - I feel that virtuous - I could wink at an angel.

EFFIE:

(Laughingly, yet with sympathetic tenderness.)
No, no, now hush that nonsense. I do wish you'd make up your mind to settle down.
(EVA smiles.)
There now, don't smile like that.

EVA:

I can't take it serious, there's no use. Life's all a joke to me, kid. I can't make anything else out of it. I try - honest but nothing doing. But don't you worry you'll never have any trouble from me.

EFFIE

Well, that's all with you. Now as for me, Eva, for once and all at a certain time, five and a half years ago, this some one you are talking about, said certain things to me - some terrible, terrible things - and I can't ever hear them said again.
(This very marked andfinal.)
I can't even have the chance of - no, I've had the happiest days of my life right here with this
(Picks up the iron.)
running it up and down andsmoothing yellow linen and making it white, white, white.

(Change of tone.)
It gives you a great appetite too, and I sleep at night better than I ever did in my life before - and there you are.
(MIKE enters. Has on big Chinese straw hat, he stands in doorway looking sheepish.)

EVA:
That's him. Ain't he wonderful!

EFFIE:
Good morning.

MIKE:
(Who is under the soothing influence of a fairly well advanced jag.)
Good morning, everybody. Say, did you know something? This is a very Merry New Year .

EVA:
(Placidly.)
What's the matter, Mike? What are you doing, taking on a New Year's souse?

EFFIE:
Why certainly not. He's just drank a few toasts to the New Year, that's all.

MIKE:
No, not all. Five toasts to Merry Xmas, and seven to Happy New Year, and now, I'm going to reform. Reforming is the noblest work of God. This coming New Year , I am going to be a different man. Goodbye. See you down stairs, Eva. Happy New Year!
(Exits.)

EVA:
Well goodbye, Kid. I guess I had bettergo down and see that he don't get any more. Goodbye. Honest, kid, now don't you worry about me. Everybody's got to go their own way, and I'm al right - say kid, I've seen a lot of imitations, but you sure are the real goods. Good bye!

(Goes to door.)
Say, ain't Mike a wonder? Have you noticed anything about him peculiar recently? More and more I notice it every day. It just grows on him. More and more he isgetting to look like Anthony Comstock . Aw, quit your kiddin', weal Goodbye.
(Hand organ playing in distance "Good OLd Summertime")
(EFFIE crosses to Eva, puts arm around her.)

EFFIE:
Goodbye. Happy New Year Eva.

EVA:
(Looks.ther for a long time in silence with a slow but tender smile upon her face, then kisses her on forehead, and says in low quiet voice.)
Happy New Year - LITTLE KIDDO!!
(Exits.)
(There is slight pause. EFFIE goes to window. EVA and MIKE pass the window, wave their hands back to her. As hand organ gets in view, EVA stops him, gives him money, smiles and says, "Da, da, da, da, - La Gala Drine - same as before.)

EFFIE:
(Laughingly, calling out window.)
Oh, aren't you the foolish one.
(EVA laughs, waves her handkerchief, calls "Good-bye" and goes down the street. Hand orgam plays a few bars of La Gal Drina. A young Italian girl of fifteen or sixteen enters calling "Violets" she is heard for a short time before she enters. "Vi- ah - lets, vi- ah - ets, your nice - a fres - Vi - ah - lets - fiv cent ah bunch. Vi- ah - lets". Comes in front of window. Have some violets miss, - only five cents a bunch . Nice ah sweet vi- ah - lets?" EFFIE beckons to her, she comes to the window, EFFIE starts to take them, then La Gala Drina swells up loudly and clearly, she stops for a while, listens, gives the violets back to the girl.

GIRL:
Nice ah sweet a vi - ah - lets lady. Ah?

EFFIE:
Some other time, I'll take them. Here's your money.

GIRL:
Tank you, tank you.
(GIRL exits calling vi - ah - lets, vi - ah - lets, five cents a bunch - vi - ah - lets. EFFIE turns back to ironing board, goes to work on shirtwaist. ALBERT is seen through the open window, he comes quickly down the street. Meets the violet girl, buys a half dozen bunches violets, pays for them, then disappears. The girl goes on back in the direction from which she came, calling vi -ah - lets. After a short pause, ALBERT enters , stands at doorway with violets i n hand, EFFIE at ironing board.)

ALBERT:
Well?

EFFIE:
Well?

ALBERT:
Well, this my day. You know what I am here for.

EFFIE:
Looks like you were peddling violets.

ALBERT:
Well I'm not. I'm here to ask you my semi-annual question. Effie Tucker, will you quit your foolishness and marry me?

EFFIE:
Albert Holly, I will not quit my foolishness, as you call it, and I will not marry you.

ALBERT:
Effie Tucker?

EFFIE:
Yes?

ALBERT:

Thismater is serious. It is very serious. You might consider me a little.

EFFIE:

I am consid ering you a great deal.

ALBERT:

(Comes over to where EFFIE is at work.)

Do you remember that day four years ago, just a year and a hal after that terrible day in San Francisco when - when - well, wd what's the use in speaking of that again

(In low reverential tone .)

when I found out tha every word that you spoke was the truth, I said that I'd ask you this question regularly every six months - come around like the rent man, and finally when you think you've punished me enough, you'll forgive me, and marry me. That' was four years ago. It's just the same now as it was then. You don't love anybody else, do you?

EFFIE:

Nothing except this.

(Holding up iton - earnestly.)

Now, please won't you be sensible. You can't throw your life away and you are acting very foolishly. I can never marry you. There are many reasons why - all of them good, common sense reasons - and not a one of them but what makes it absolutely impossible for us ever to marry. Now, in the first place, my sister just left here. She's married Mike. They have bought a little ranch down at San Jose. Perhaps they'll staythere, - perhaps they won't. She's my sister , and you know who and what she is. She'll be my sister just the same if we were to marry. You've got to regard the family you marry into. Now don't be childish, just figure to yourself what would happen if sometime - and it's very likely to happen -- your uncle, the respected head of the Life Insurance Co., in New York, or the other one, the famous director of the Standard Oil Co. of whom you have spoken so often, should chance to meet your new relations, my sister and her husband - can you imagine it?

ALBERT:

Easily. If either Uncle John or Uncle Henry of the Standard Oil or Life Insurance business, - either one, - ever met Mike and knew him as he is, they'd fall on his neck, and weep like they'd found a long-lost brother. Of course Mike's a little slow now. They'd teach him the real bunco business and in about three years, Mike would be running the whole shooting match, and Eva would be confidential adviser.

EFFIE:

Oh, you're talking nonsense, don't.

ALBERT:

I'm not talking nonsense. I'm talking sense. I'm no, the "head full of moonshine" boy I was up at the hop fields. I've been knocking around the world these six years and working. When I first came away from Shelbyville, I was proud of my rich relations, while now, I'm not proud of anything, I'm just resigned.

EFFIE:

Oh, don't talk like that. It's all just so many words.

ALBERT:

(Excitedly, earnestly.)

No, no, it's the truth. My money, you know my money, it was all made by Uncle Jim in the grocery business. Now I happen to know the truth. He had a lot of scales in his stores that told more lies every day that you ever told in all your life before. You know what my money is, - dust in the sugar, marble dust that eats people up at that, walnut shells in the coffee, railroad shares and stocks, paying double dividends by keeping down the working force and knocking the people on the heads with carelessness and killing two or three every day that's my money. Three fourths of it, stolen, and one-fourth of it honest. Money is a good thing, and you and I will have it but it will be honest money, every cent of it honest money, - no dust in the sugar, no hulls in the coffee, honest scales, just like the dollars you have made in this place. Please, Effie, please, won't you?

EFFIE:

I've tried to be honest here, but all my life before- - -

ALBERT:

(Earnestly, with rapidity.)
Just as well cry about how dark it was last night when the sun is shining like that outside.

EFFIE:

No, no, I told you so many lies before, and when I told that one big truth about myself, you couldn't believe me. Ah, those things you said to me then, - I shall never forget. Oh, I couldn't listen to anything like that again, and you might say it again.

ALBERT:

(Quickly, with earnestness.)
Oh, THAT'S it, you are afraid of a FUSS. That's what's the matter. You're afraid of a FUSS, I know now, - You are the boss here, and you've made money. You run the whole thing, and all the girls and everybody bow down to you. You wouldn't want to marry and settle down and take a partner in the firm - you want to be the whole thing yourself. That's it, you're afraid.

EFFIE:

Nonsense, what should I be afraid of?

ALBERT.

You're afraid of little fusses and disagreeablenesses, and not running everything yourself.

EFFIE:

Don't say that.
(Excitedly.)
You know it isn't true.

ALBERT

I know it is true. Every word of it -- the truth, the tuth!

EFFIE:

(In excitement, not realizing what she is saying.)
Yes, that's my reward, you - you say all this to me after what

I've done. It isn't much, but it's all I could do. I could have kept on the old way and had money and lived my life, - you know I could, but did I do it? No, - I came here, and worked, and worked, worked, worked night and day.

ALBERT:

Yes, because you wanted to do great things.

EFFIE:

(Tearfully - in same rapid excited manner.)

No, no! Why, why? For you, for you. Because I said that night I'd be different woman - and I have been, because I said I'd lead a different life, and I have. Do you think it was easy for me to come down here, and do what I've done, - work in a sweltering room, day in and day out for five dollars a week? No, I did it, for you, - not because I wanted to be boss.

ALBERT:

Yes, it is, - I know, - nothing else. You wanted to be boss.

EFFIE:

(Carried away with herself.)

No, because you had made a different life for me. Because, because I couldn't think about anything else but doing what you would want me to do. YOU, YOU, YOU, BECAUSE I LOVED YOU , - I LOVED YOU.

(Suddenly remembers herself, and stops in midst of her excitement.)

Oh, what am I saying.

ALBERT:

(Comes over smilingly, close to her, exultantly.)

Now, now you've said it, and you are going to be my wife this day, this very day.

EFFIE:

(Firmly.)

No, I am not. Never, never in this world.

ALBERT:

(Keeping the same rapid, intense tone.)
And we are going to live together honestly, just as honest as we can. From now on, we'll try to go it square. Of course, we'll fuss like the very mischief, and have terrible times for that's life, Effie, and when it's all over, we'll love each other more. You see we know each other now.
(La Gala Drina is heard in distance.)
Effie,
(Pleadingly.)
Effie, please? Don't you hear the old Spanish song, the song of the hop fields. I hear it all the time in this place, and it drives me wild when I think about it all. Please, don't you hear, it's pleading with you too. Effie, you may not be the most beautiful woman in the world, or the best but - YOU ARE, - and you are the only woman in the world for me. PLEASE, WILL YOU MARRY ME?

EFFIE:

(Overcome by this appeal, goes to him with all her soul glowing in her face with great passion and earnestness of final surrender.)
Yes, yes, yes, I will, I will, I will!

ALBERT:

EFFIE, EFFIE!

(She goes in his arms. There is a short silence, and then ALBERT speaks as though his throat was full in low but quick passion, charged tones, full of tenderness and carresses. BOTH should play this way until after curtain, lifting this final scene with earnestness and great happiness instead of the usual still ending one speaking before the other hardly finishes)

My wife! My wife!

EFFIE:

Oh, I wanted to so much, but I thought I wasn't good enough.
(Almost in hysteria, full of passion and tenderness.)

ALBERT:

You not good enough!

EFFIE:

No, no, I wanted to prove it. I wanted to prove it. Oh, for I've loved you so, I've loved you so. You are the only one, the only one that ever was or could be.

ALBERT:

Dear heart, dear heart, sweetheart, my little sweetheart. Oh, I have you at last, at last!

EFFIE:

And I prayed God every night to help me, and keep me straight and good for you - my husband.

ALBERT:

My wife! My wife!

(There is a callof vi - ah - lets, and LA GALA DRINA playing in distance.)

EFFIE:

(Going up stage with ALBERT, both still talking.)
Oh, look, look, how bright the sun is, - the sun!

ALBERT:

Yes, look, look, the roses and the orange blossoms!

EFFIE:

How beautiful it all is!
(Curtain begins to fall slowly.)

ALBERT:

The orange blossoms, the orange blossoms for my wife forever and ever!

EFFIE:

My husband! My husband!
(While they are talking:

C U R T A I N.

ALBERT:

My wife! - ad lib.

What Pure-Food Laws Will Not Do—Pure Food, No. 3

[This is the third of a series of articles on the pure-food question to be written for LESLIE'S WEEKLY by an eminent chemist, officially connected with the department of health in a large Western State. Readers who desire information regarding the purity of medicines, food products, or any similar articles of domestic consumption, are invited to address their inquiries to "The Pure Food Department," LESLIE'S WEEKLY, 225 Fourth Avenue, New York. Only such inquiries will be received as can be inserted in the columns of this paper. —EDITOR LESLIE'S WEEKLY.]

THE MEAT inspection bill went into force on October 1st, 1906, and on January 1st, 1907, the long-desired pure-food law became effective. If we should gain our information as to the value of these laws and the work they are to do from the articles appearing in the press, the trade journals, and dietetic magazines, we would learn that they are a panacea for all the ills of food adulteration, and that the food producing and distributing agencies, purified by the fire of national legislation, will hereafter engage only in honest business, free from every element of fraud or deceit. These promises are not correct, and will not be fulfilled. Indeed, we can hardly expect any change whatever in many of the things that now trouble us. Some of the unfair conditions that have arisen out of the misbranding evil will be corrected. "Leaf lard" will hereafter be true "leaf lard," and not any product of hogs' fat that may be put up in pails or tierces. Smoked shoulders cannot masquerade as "California hams," bologna sausage will mean that sausage so called was imported from Italy, and Hamburg steak will refer to the true German product. But these abuses are largely theoretical. No one thinks the minced steak his butcher grinds for him under the name of "Hamburg" is imported, any more than he fancies his port or sherry to be of the particular vintage once called by those names, nor does the cook who prepares a Westphalian ham suppose he is handling the product of the Westphalian forests.

Certain preservatives heretofore largely used in curing meats and fish will be abandoned, and the indiscriminate use of colors and bleach will be regulated. Patent and proprietary medicines that contain alcohol and narcotic drugs, such as morphine, cocaine, and chloral, will hereafter be so labeled that their true character may be understood. While the Federal laws will undoubtedly check misbranding and stop injurious and fraudulent adulteration, by the very nature of all national laws they must concern only articles manufactured for interstate trade. Government authority cannot extend within the confines of any State, except to control interstate commerce.

The manufacturer within the State is subject only to the law of his State as long as he confines his business to local State trade. All food adulteration, misbranding, and fraudulent practices within the State must be handled just as before the new laws were passed. The result will be that those States having no suitable food laws will be more than before the prey of the impure and cheap food manufacturer. The local producer will no longer be working in competition with larger out-of-the-State firms, but will have full swing in his market and an incentive to make even greater quantities than before. He may sell sawdust for spices, cane syrup for maple products, colored acid for vinegar, and glucose for clover honey; he may call his cheap mixture of alcohol and quinine a blood purifier; he may put cocaine in catarrh powders, and morphine and chloroform in cough syrups, and, as long as he confines his trade to the State in which he manufactures his goods, he does not violate the Federal laws. When we remember that at present twenty-four, or half the number of our States and Territories, have no food laws, or that because of the lack of means to enforce them they are inoperative, it is seen that there are still opportunities for money making by the producer of impure foods and dangerous drugs.

The Beveridge meat-inspection law corrects many packing-house abuses and insures purity to the consumer who will look for the blue stamp when buying his roast or steak. And yet, while the meat supply of the large cities is necessarily shipped in from the great stockyards, millions of our people, living in the country and smaller towns and cities, get all their meats from local dealers and butchers who kill and sell their own meats. And of all unsanitary and unclean places, altogether disgusting to the senses of smell and sight, all too frequently that of the small slaughtering house is superlatively in the lead. Under the new laws only sound beef can run the gauntlet of half a dozen inspectors and get to market. What will become of the inferior stock, the lean and crippled beeves? Stock raisers will soon learn the folly of sending such grades to the yards, where they would only be condemned and discarded, and will place them where there is no inspection—that is, in the local markets. If Federal inspection is needed in the great packing-houses, how much more is it needed in every country town and local slaughter-house? The national law sees to it that the milk products—butter, cheese, and condensed milk—go to market in an honest fashion. The butter must be pure, full-cream cheese must be made from cream, and condensed milk can no longer deceive us as evaporated cream. But there is no government law that can prevent the selling of watered milk, nor see that dairies are clean and cows healthy.

One of the chief complaints of food manufacturers is that they are compelled to label their goods in as many different ways as there are States in the Union, to conform to the various rulings of food commissioners and health boards, at great expense and with endless bother. The new laws only serve to complicate the situation, for now there are both national and State laws to consider. A food product may require the label "compounded" in one State, "imitation" in another, and "artificial" in a third, and every election that places a new man at the head of a food department may reverse all former rulings and still further complicate matters for the producer who is endeavoring to conform to every interpretation of the law. The only solution for these annoying conditions, that are checks upon trade and an important factor in determining prices, is uniform State laws, one standard of quality and composition, and harmonious co-operation between Federal and State officials.

Pure-food agitation must begin at home. The Federal law is an aid to a better state of affairs in the factory, the market, and the kitchen, but it is not a cure-all for food adulteration. Some conditions, and those the most important, can only be handled by local ordinances, police regulations, and sanitary laws enforced by local officials. Others can easily be controlled by suitable State legislation. The most favorable sign in the midst of all the pure-food agitation that has vexed trade, upset markets, created false ideas of food adulteration, and fostered a spirit of resentment against manufacturers and dealers in food products that is largely unfair and unwarranted, is that given by the organizations of producers and distributors who are demanding uniform legislation based on the provisions of the national laws throughout the States.

The Wild Duck.

LOOK—how beautiful he is!
Swift his flight as a bullet
As he comes in from the sea in the morning.
For the wind is from the sea in the morning.
See! He is bound for the hilltops,
The gold hilltops, the gold hilltops.
There he will rest 'neath the flowers,
The red flowers—the white and red,
The poppy—the flower of dreams,
The crimson flower of dreams.
There must he rest in the morning.
Happy wild duck! Happy wild duck!
For the wind is from the sea in the morning.

So will he rest 'neath the roses,
The red roses, the love roses,
And their petals will fall around him,
Sweet and warm around him,
Closer and closer around him,
Warmer and warmer around him,
Till even in the day-time the stars shall be shining.
Happy wild duck! Happy wild duck!
For the wind is from the sea in the morning.
There by the roses bloom the lilies, the flowers of peace,
The white flowers of peace,
Red and white together, red and white and red,
Waving and blowing together,
Blooming and waving together
On the gold hilltops in the morning,
For the wind is from the sea in the morning.

Ah me! but the wind soon changes in these parts.
Ah me! Ah me!
It was not so in the old days.
Look, look, ah, look, see, even now it is changing out, out to the sea!
Look, look, above the hilltops,
With eyes turned back to the mainland,
And tired wings wearily beating, but vainly,
For the wind blows out to the sea in the evening.
Poor little wild duck! Poor little wild duck!
Look, there is crimson, warm on his breast!
Look, red drops fall from his breast!
Poor little wild duck! Poor little wild duck!
In the evening,
For the wind is out to the sea in the evening.

Look! He is falling, falling out to the sea.
Ah, there is mist on the sea!
There is always mist on the sea in the evening.
Perhaps his nest is beyond, I know not;
Perhaps it is built of the mist, I know not.
Only with tired wings wearily beating,
And eyes turned back to the mainland,
To the red and white and red,
Waving and blowing together,
Blooming and blowing together,
He is falling out, out to the sea.
Poor little wild duck! Poor little wild duck!
In the evening when the wind blows out to the sea!
Ah me! Ah me! Ah me!
In the evening when the wind blows out to the sea.

DAVID WARK GRIFFITH.

A Chance for the South.

IT IS undeniable that Bryan has been steadily losing ground as a presidential candidate ever since his return from Europe. In the South, especially, where his absurd proposition for governmental ownership of railroads is denounced, he has rapidly lost strength in the political centre where his hold was greatest. The suggestion that the South itself should select the next presidential candidate of the Democratic party has much to commend it, and no better name for the honor could be mentioned than that of the eminent jurist, ex-Judge Gray, of Delaware. No doubt the Bryan and Hearst element would unite all their forces to defeat a movement in favor of a conservative and distinguished representative of the Democracy, but if the South were solid in support of such a candidate it would and should have its own way in the Democratic national convention.

The nomination of a Democrat of the high character and conservative tendencies of Judge Gray by the Democratic party would certainly restore to the Democracy much of the strength it has sacrificed by reason of its radical action in national conventions in late years, and it would be sure to attract a considerable element of the Republican party which is beginning to express dissatisfaction with some of the radical tendencies of its public leaders. Within a year from this date the national committees of the two parties will already be considering the selection of a time and place for the next national convention. The first delegates to the Republican convention will be elected in one of the Pennsylvania districts next August, only nine months hence.

It scarcely seems possible that we are already on the eve of another presidential struggle—one that will be momentous in the history of our country.

A TREMENDOUS FLOOD IN THE RIVER GANGES, NEAR RAJAMAHAL, INDIA.
Reproduced from Leslie's Weekly, January 10th, 1857, and copyrighted.

Topics and Pictures Fifty Years Ago.

AMONG the floods for which the valley of the Ganges has for ages been famous, that of the autumn of 1856 was for many years pre-eminent. In lower Bengal an area 120 miles in width was under water, with the exception of some of the villages, which, as now, were built for safety on natural or artificial mounds. In many other districts the width of the swollen stream was upward of one hundred miles. The loss of life was not in proportion to the loss of property, which was enormous. Nevertheless, the annual floods of the Ganges are the source of the country's remarkable fertility, artificial fertilization being rendered unnecessary by reason of the rich deposits of alluvium, which result from the overflow of the waters and which make the valley, watered by that great river, one of the best rice-producing districts in the world.

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MMA. I.B.
D. W. GRIFFITH COLLECTION
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Washington, D. C.,

October 3, 1907

Dear Sir:

In the name of Justice I ask you the courtesy of printing this letter. I am the author of the "Fool and the Girl" now being presented in your city. In the criticisms of no other Washington paper was there the feintest suggestion that any one was hurt by the immorality of the play, but in Wednesday's issue of the Washington Herald a most vicious false and hypocritical criticism is made by an alleged critic who signs himself "Hector Fuller". He begins his article by criticising as being immoral the prologue of the play, saying the "Bupp Pup Cafe of San Francisco, now happily destroyed, was a pretty tough place undoubtedly, but not so bad as the scene represented in this play." This statement is nothing more or less than an absurd, uncalled-for lie. In the first place we suppose Mr. Fuller in speaking so familiarly of the immorality of this old Bull Pup Cafe "now happily destroyed", thought to impress his editor or admiring friends with his knowledge of the great world. If so, we regret that we have to inform the gentleman that the Old Bull Pup Cafe was neither happily or unhappily destroyed because of the simple fact that despite Mr. Fuller's intimate knowledge of the place, no such cafe ever existed. There were many lively restaurants in this gay city, one of which I use as a model for the prologue. In our scene in this prologue, we have not one sensual piece of business, not so much as an embrace between man and woman, nor is one profane or foul word used, not even

the much hackneyed dam and the most terrible crime committed is the sipping of a little colored water supposed to represent champagne, which up until this time we thought might be done upon the stage without causing any great outcry. Perhaps this is what troubles the gentleman, this entire absence of sensuality; perhaps he would have the sweet poetry of lust put into this scene and not finding it is much angry. Is Mr. Fuller, who lifts his lilly-white hands in holy horror at the prologue of my play, ashamed to greet with words of praise the spectacle of women in musical comedies arrayed in every possibly suggestive manner with lights and lingerie and glamor to enhance the sensual appeal in a woman's body and inflame the baser passions of men, I have no information on this subject, but I imagine not, yet he quibbles at my expurgated and mild representation of a little truth. Also feeling many great debts needless to mention to the great City of San Francisco, I resent the insult so clumsily conveyed regarding the "now happily destroyed" line of Mr. Fuller's. There were many fast restaurants and cafes in San Francisco that were destroyed, but he must be aware that even in the very chaste and pure atmosphere that he breathes in his own Washington, there are real vicious, disgusting hovels, where women are sent into slavery more horrible than any hell of Dante's imagination or all the cafes and restaurants than San Francisco ever contained. Why are not these places happily destroyed? Will the gentleman also tell me who supports these places? Of course we

have no devine knowledge on the subject, but perhaps some of the very people who raised their hands in holy horror at my insipid and harmless little prologue, may aid in maintaining their existence. Again, he considers the fool of my story remains still a fool because he marries the unfortunate girl. We can picture our wise and broad-seeing critic in another scene enacted many hundreds of years ago, in which he would have held the largest boulder to cast at the unfortunate woman of whom the Christ spoke the words "Let Him who is without sin among you cast the first stone".

Again he was evidently deaf to the larger part of the play because our heroine is not an absolutely vicious woman-merely a schemer. In plain language, a "bunco woman" who gets money by misrepresentation and lies. Will he point out to me the difference between the crime of this woman and the crimes of the greatest men of the day who obtain money by trickery and watered stocks, and other base and ignoble schemes needless to mention. The only possible difference is that where one is able to obtain a few dollars and be classed with the rif-raf and outcast of the world, the others occupy the place of heroes in our public life,- are held up as examples for the youth of our land to emulate. In other words, the crime is not by what low scheme you may get the money, but that the scheme is not strong enough to get the right amount.

I am exceedingly sorry that I should have had to waste so much time on such a foolish and childish string of words that have falled from Mr. Fuller's euredite pen, but I suppose we

should bear this as one of the unavoidable tribulations of life. That the play is candid I admit, but that it is in the least immoral I do most emphatically deny, instead it preaches unmistakably and strongly the old, old sermon of redemption through love, which even Mr. Fuller must admit is one of the most beautiful to our possible imagination and also despite the gentleman's morbid impeachment without in any way hurting the intelligent sensibilities of any man or woman. As for your compliment, Mr. Fuller, in saying that my play was as inartistic as a novel of the great Zola, who according to the most eminent literary critics has been esteemed as one of the greatest literary geniuses of the time, I can only say whatever else Zola may have been, it would be childish to call him inartistic.

Begging in advance to thank you most sincerely for your consideration, I am,

Yours most respectfully,

MMA. Biographicoll.

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CONTRACT

LAWRENCE W. GRIFFITH

AND THE

AMERICAN MUTOSCOPE & BIOGRAPH COMPANY

AUGUST, 1908.

original

THIS AGREEMENT, made and entered into this seventeenth day of August, 1908, by and between LAWRENCE W. GRIFFITH, of the City of New York, State of New York, party of the first part, and the AMERICAN MUTOSCOPE & BIOGRAPH COMPANY, a corporation organized and existing under the laws of the State of New Jersey, party of the second part,

W I T N E S S E T H :

The party of the first part agrees to serve the party of the second part in its business of originating, manufacturing, leasing and selling motion picture films and motion picture reels for mutoscopes; the services to be rendered by the party of the first part to the party of the second part being more particularly described as follows:

(a) To aid the party of the second part in composing, selecting and modifying subjects, stories and plays, with the object of producing motion picture films and motion picture reels for mutoscopes of such merit in the opinion of purchasers and lessors that the business and profits of the party of the second part will be increased thereby.

(b) To originate the stage setting and scenery and to determine upon and select the performers, costumes and auxiliaries, best adapted for the correct and economical production of stories, plays and other performances, for motion picture films and for mutoscope reels.

(c) To select the sites, scenes, performers, costumes and auxiliaries, appropriate for the correct and economical production, in the open air, of stories, plays and other performances, for motion picture films and for mutoscope reels.

(d) To superintend and direct the "make up" of all performers participating in indoor and open air performances, to thoroughly rehearse all performances, and to enforce such discipline as will prevent waste of time of performers while they are employed by the party of the second part.

The party of the first part further agrees to faithfully and energetically endeavor to increase the business and profits of the party of the second part by thoroughly and economically executing all the business of the party of the second part that is intrusted to him.

The party of the first part further agrees to correctly account to the party of the second part for all expenditures made by him in connection with the business of the party of the second part, and the party of the first part also agrees not to make any expenditures or to contract any indebtedness or obligation in connection with the business of the party of the second part except such as have been approved in advance by the party of the second part.

The party of the first part further agrees that the party of the second part shall at all times have the right to employ parties other than the party of the first part to render to the party of the second part services similar to those to be rendered hereunder by the party of the first part.

The party of the first part further agrees to be governed by such directions as the President of the party of the second part, or other person authorized by said President, from time to time gives to the party of the first part, relative to the services to be rendered hereunder by the party of the first part.

The party of the first part further agrees not to furnish information to other parties or to grant

interviews to representatives of newspapers or other publications, relating to the business of the party of the second part.

In consideration for the services hereinbefore set forth to be rendered by the party of the first part to the party of the second part, the party of the second part agrees to pay to the party of the first part a salary of fifty (50) dollars a week, payable weekly, upon the usual weekly pay-day of the party of the second part, and in further consideration, the party of the second part agrees to pay to the party of the first part a commission of one-twentieth (1/20) of one (1) cent for each lineal foot of positive motion picture film that the party of the second part sells from negatives of stories, plays and performances executed under the direction of the party of the first part between the fifteenth day of August, 1908, and the day on which this agreement terminates, and that said commission shall be paid monthly.

The party of the second part further agrees that if the salary of fifty (50) dollars a week and the commission which it hereinbefore agrees to pay to the party of the first part, added together, amount to less than one hundred (100) dollars a week in any

calendar month until this contract expires, beginning with the month of September, 1908, then in each such month, the party of the second part will pay to the party of the first part, such additional commission as is necessary to make the compensation of the party of the first part one hundred (100) dollars a week.

The parties hereto agree that this contract shall remain in force and be binding upon the party of the first part and upon the party of the second part and its successors and assigns until the first day of July, 1909.

IN WITNESS WHEREOF, the party of the first part has executed this agreement and the party of the second part has caused this agreement to be executed by its President and attested under its corporate seal.

Witness to signature of
Lawrence W. Griffith:

Rose C. Littner

Lawrence W. Griffith

AMERICAN MUTOSCOPE & BIOGRAPH COMPANY,

J. J. Kennedy.
President.

Attest
James A. Gaussman
Secretary

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CONTRACT

LAWRENCE W. GRIFFITH

AND THE

AMERICAN MUTOSCOPE & BIOGRAPH COMPANY

AUGUST, 1908.

Treasurer's Copy.

Bio Coll.

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CONTRACT

LAWRENCE W. GRIFFITH

AND THE

AMERICAN MUTOSCOPE & BIOGRAPH COMPANY

AUGUST, 1908.

THIS AGREEMENT, made and entered into this Seventeenth day of August, 1908, by and between LAWRENCE W. GRIFFITH, of the City of New York, State of New York, party of the first part, and the AMERICAN MUTOSCOPE & BIOGRAPH COMPANY, a corporation organized and existing under the laws of the State of New Jersey, party of the second part,

W I T N E S S E T H :

The party of the first part agrees to serve the party of the second part in its business of originating, manufacturing, leasing and selling motion picture films and motion picture reels for mutoscopes; the services to be rendered by the party of the first part to the party of the second part being more particularly described as follows:

(a) To aid the party of the second part in composing, selecting and modifying subjects, stories and plays, with the object of producing motion picture films and motion picture reels for mutoscopes of such merit in the opinion of purchasers and lessors that the business and profits of the party of the second part will be increased thereby.

(b) To originate the stage setting and scenery and to determine upon and select the performers, costumes and auxiliaries, best adapted for the correct and economical production of stories, plays and other performances, for motion picture films and for mutoscope reels.

(c) To select the sites, scenes, performers, costumes and auxiliaries, appropriate for the correct and economical production, in the open air, of stories, plays and other performances, for motion picture films and for mutoscope reels.

(d) To superintend and direct the "make up" of all performers participating in indoor and open air performances, to thoroughly rehearse all performances, and to enforce such discipline as will prevent waste of time of performers while they are employed by the party of the second part.

The party of the first part further agrees to faithfully and energetically endeavor to increase the business and profits of the party of the second part by thoroughly and economically executing all the business of the party of the second part that is intrusted to him.

The party of the first part further agrees to correctly account to the party of the second part for all expenditures made by him in connection with the business of the party of the second part, and the party of the first part also agrees not to make any expenditures or to contract any indebtedness or obligation in connection with the business of the party of the second part except such as have been approved in advance by the party of the second part.

The party of the first part further agrees that the party of the second part shall at all times have the right to employ parties other than the party of the first part to render to the party of the second part services similar to those to be rendered hereunder by the party of the first part.

The party of the first part further agrees to be governed by such directions as the President of the party of the second part, or other person authorized by said President, from time to time gives to the party of the first part, relative to the services to be rendered hereunder by the party of the first part.

The party of the first part further agrees not to furnish information to other parties or to grant

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Witness to signature of
Lawrence W. Griffith:

Rose E. Litner

Lawrence W Griffith

AMERICAN MUTOSCOPE & BIOGRAPH COMPANY,

J. J. Kennedy.
President.

Attest
James A. Gausman
Secretary.

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CONTRACT,

LAWRENCE W. GRIFFITH

AND THE

AMERICAN MUTOSCOPE & BIOGRAPH COMPANY

AUGUST, 1908.

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1908 gen.

BITZER
BIOGRAPH DAYS

In the spring of 1908, when Mr. Griffith first got before the camera as an extra, when my boss who was, Mr. H.N. Marvin, then president of the American Mutoscope and Biograph Co. 11 East 14th St., saw the picture upon the screen, he could not help but notice, that the character Mr. Griffith, was playing, an innkeeper, or bartender, in a picture with a "What Ho", what'll be me Hearties attitude accompanied with swinging gestures of his arms," that the arms were a blur, looked more like fans than arms for which I was blamed. We used to change the shutter in the camera at that time for slow action, a full opening or fifty percent shutter could be used. This represented the entire period of time when the film was at rest, which was a twenty-fifth of a second exposure with fast movement we would cut down the shutter as much as we dared, with the not any too much light, which the Cooper Hewitt Lamps we used gave us indoors. Today with increased camera speed shutters are practically a fixed feature rarely changed. As usual as with everything else wrong with scenes, I took the blame, but figured out that it would take a shutter of a hundreth of a second to stop the waving arms and some of the other quick movements of this sprightly, ambitious, exuberant, young man, Griffith. I had discovered that a little displacement did not hurt but really enhanced the movement illusion upon the screen but this Griffith, chap was a human short circuit type, as we called the peppy newcomers. The powers (I.E. office) always had ideas of how things might be done, but just in a general way they did not know much about it, and neither did I. If an experiment worked it was there you are, we told you, now always do it that way. "Watch your work." They were very strict, partly because our film was very expensive up to Mr. Griffith's advent ..... then if the same trouble would happen again, perhaps they would say, it was Billy's

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getting careless again, of course it was my fault too at times, but not through carelessness, I was held accountable for about everything that happened, (particularly wrong) except for the Cat having kittens. I figured the only thing to do would be to place this Griffith at the sides of scenes and then if his gestures were wild I could move the camera ever so slightly and he could do his waving out of the scene. I did not have occasion to resort to this remedy. I cut him out a couple of times there was no other way I could think of to keep from being blamed. It would have been hard to slow this active gentleman down, as he did not work in many pictures before he started to direct, perhaps this is one reason that we do not find him in the old Biograph pictures. In telling Mr. Griffith why he was cut out some years later he said "Why didn't you tell me to slow down, I thought action had to be exaggerated ~~that~~ the way I had seen them do it in Vitagraph pictures. You should have told me. I don't think he could have been slowed down in his then, raring-to-go attitude. We had just received the rights to use our own camera again. It had been in the hands of our lawyer under patent ligitation. The makeshift box we had been using had its faults, and under good conditions would just about make pictures. With Mr. Griffith's advent into diracting, we had our good camera back. I had been experimenting with new lenses, imported Zeiss Tessar, was making serious experiments with the electric lights, adding enclosed arcs, to the mercury vapor lamps in fact I was all wrapped up in improving the photographic quality which I would rather have continued with than go out with the camera whether it happened to be for Mr. Griffith or anyone else. He had shown me the story he was going to tackle Adventures of Dolly written by Stanner E. V. Taylor 1908 during lunch time. I agreed to help him in everyway. He needed a canvas covering for a gypsy wagon

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I would get that in fact all the props. Also I offered to rewrite or rather condense the script and lay out the opportunities it had, so that he would be able to understand it. The script was three or four pages. He came to my house a few evenings later. He had been out looking for a suitable location, (wanted a swift running stream quite close to a house) I had condensed the script to five lines, had divided off half a dozen columns on the back of a shirt laundry cardboard I headed the columns with titles, Drama, Comedy, Pathos, Pretty Shots, and wrote in what I thought he should stress, and if he needed any more action I would write him some more. Judging the little I had caught from seeing his acting I didn't think he was going to be so hot. He was very grateful for this and some other tips I gave him. All through the following 16 years that I was at his side he was always not above taking, yes even asking for suggestions, or ideas, to me he always said four eyes are better than two. Here we have one trait of just on of the lovely traits that made his actors like him so much. I think a little unusual a big director even when at his peak was not being above taking suggestions from either star, or office boy. Mr. Griffith wanted me for cameraman but on account of the improvements at the studio which I was concerned with, even had I wanted to, I don't believe I would have been permitted to actually shoot for this new uncertain invader. So he was given Arthur Marvin, brother of H.N. Marvin, president of the Biograph Co., as his first photographer. Marvin was an expert photographer, who was seldom affected with exhuberance of ambition. Marvin would sometimes refer to himself as "the captain of the good ship" Take-It-Easy, with nine decks and no bottom, which sails on forever, and forever sails on. He probably did have some hankering for my job; not enviously, but in confidence of his own ability; but his masters'

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certificate as skipper of the "take-it-Easy" forbade any such event. There was one occasion when Marvin took great satisfaction in what he considered 'putting it over on Bitzer'. In a canoe-ing scene; in order to take it at its best point Marvin had to stand in water up to his chin, while cranking the camera. It was a great fade-out love scene, with the Hero and Heroine floating calmly down a river in a canoe toward the eternal happiness that is popularly ascribed to be an inevitable consequence of true love and beautiful, fade-out. There's a bit of work Bitzer never could do, not in a thousand years. When pressed for an explanation of his fancied superiority to Bitzer, he grinned and said, "Well I took that one with the water just swashing past my lower lip. Now I'm three inches taller than Bitzer, so you see if he undertook it what would happen to him.

Mr. Griffith always kept Marvin around, Marvin made a swell whip to keep me always on the jump. Until the day when the good ship "Take-it-Easy" that was to sail forever and forever sail, insisted on driving into the last port with Marvin's soul its only cargo, with a prayer from us all that the Great Consignee would make it easy for poor old "Take-it-Easy". Although Mr. Griffith does not know what malevolence is, he could arouse keen rivalry in his own mystic way among his group of workers, to keep them on the jump in his always strenuous way, and exacting way, and still hold their regard for him to a point of almost worship. The bond he created between us to last so long which made life easier for me, was his always protecting me in my errors, whether I was at blame or not. An instance would be, we at one time needed a somewhat older man as a doctor than we had at the moment. We used my brilliant idea of powdering actor George Nichols hair. In the scene when the doctor came into the room and raised his tall hat, a cloud or smoke (the talcum powder)

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came from his head at least thats what it looked like when we later viewed it upon the screen. It had been photographically accentuated by the Cooper Hewitt lights but was so slight in the taking that it had escaped both of our attentions, or we must have been watching elsewhere in the taking. Before Mr. Griffith's taking charge this would have been another bit of carelessness on my part and I may have been fired, but he smoothed it over by cutting the doctor out entirely said he wasn't necessary anyway. In the taking of Man's Genesis . May Marsh's make-up was entirely too white in contrast to the begrimed faces of the males about her, and could just be barely handled by our laboratory. My fault but there were no retakes in the sub-titles of this picture we would read before Miss Marshe's appearance something like, "And there was on fair one, Lily White". And you could at its showing, hear the "isn't she white" exclamation from among the viewers. There were many other incidents some of which sound silly and impossible that happened in our work in those days, beside all the camera mechanism troubles. Static etc. for which the cameraman was held responsible but until the day some 16 years later when I felt that I could not go on and voluntarily resigned (Mamaroneck, 10/24) Mr. Griffith said to me, "It's a pity to waste that talent and genius that you have in idleness." I had told him that I had gotten tired of working 14 hours a day. During our 16 years together we of course had many little arguments, and misunderstandings but Mr. Griffith was the essence of tolerance, and these never got to the point of where I packed up and walked out as I had heretofore done at the Biograph before he came to us. I discovered that he was usually right. When he decided to get away from the Biograph (left Oct. 1st, 1913), he wanted me to leave with him. But I could not see it. I had an idea that no independent company could afford making pictures on the Mr. Griffith scale of costs, and

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and besides he still used so much film, as though it grew on trees. I was rather comfortably settled close by the Biograph Bronx Studio, 174th Street, had just secured a nice home, refurnished it with coal in the cellar and all that the Biograph Company liked me and I sort of visioned that in later years I would be seated upon my front porch from where I had a view of our studio with a long beard, and if I saw a light burning, would say that well some numbskull's left a light burning in the studio, pick up my cane, and start toddling over. At any rate I said, "No". Went through sort of repetition of our very first meeting. I offered to help him all I could. They were having trouble getting a camera. Patents Co. made it hard. I got a camera for them, and made, and ~~had~~ developed their first tests. Both Mr. Griffith and Mr. Harry E. Aitken kept after me I guess what finally won me over was how Mr. Griffith put it. ~~He~~ said we will go to California and work like the dickens hard for five years make a million dollars, and then retire. He said then I could play around with my gadgets, as he always called the various hoods, sliding Iris-is, Bicycle lamp, etc. that would appear upon the camera from time to time. And that he Mr. Griffith would retire and turn to writing. I liked that million dollars idea although I had many misgivings, after a very wonderful and sentimental leave taking from the Biograph in which their greatest argument to have me stay was that Mr. Griffith was too expensive for the small independent company, they didn't have the money. And sure enough, although Mr. Griffith may have had in mind all along of producing the biggest picture the world had seen, he didn't start out like it. The mutual (Reliance, Majestic), had to lick one of the first pictures The Great Leap which Christy Cabanne made on the side, to send his part of the company to the coast. And we, Mr. Griffith started right in grinding out the sausages as he used to call them, with the Battle of the Sexes, and the Escape

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at the little studio which I rigged up in a loft building 29 Union Square with exteriors taken around Yonkers, N.Y. and without the complete equipment, cameras and facilities (we even used canvas scenery again) that we were accustomed to at Biograph. I had bought with my own personal money our first two cameras, and by the way later I bought all of the printers. We finally had a dozen of them in our California Lab. With my own money I owned some 16 cameras magazines tripods later in California. When money started to come in from the various releases from these other directors, Cabonne, Alan Deveen, Emerson, Adolphi, Jack Olrien, George Nichols, Raul Walsh, etc., on our Sunset and Hollywood Blvd Studio, I got this money back. I don't think I ever got what I had spent but I looked upon it as a necessity for me to furnish everything for the camera and laboratory end so that we could keep going, we really had no one else that knew how to get cameras, etc. I said previously that in all our little arguments Mr. Griffith was generally right. I had told him that I thought myself that he would sink as I had seen some of these independent companies at work. Everything cheap, canvas flats, no waste of film, punk cameras, etc. Now here was where he was all wrong. It was just a repetition of the old grinding out sausages. A little side release The Mutual Girl, Norma Phillips, whom Mr. Aitken was raving about was terrible. And now Avenging Conscience, Home Sweet Home. I felt that I had been duped out of my life long job at The Biograph and how. And then we hit the licky number the Birth of a Nation and Mr. Griffith was right again. We didn't get the million dollars, but we had excitement, and I was happy. I continued with Mr. Griffith through Intolerance, Hearts of the World, Broken Blossoms, Idol Dance, Love Flower, Way Down East, America, up to Isn't Life Wonderful. I probably would have gone to Germany with him even after I told him I was tired of

long hours. But a law suit (contest of a will) which would come up during the time I would be in Germany prevented this. When Lillian Gish left Mr. Griffith to make some pictures for Inspiration Films (Duell) I was offered two thousand dollars a week, but had other ideas. When Mr. Griffith sent for me after he had made on picture Sorrows of Satan, Paramount, Astoria, L.I. After the Paramount Laboratories developed some of my tests. My lighting did not fit into their factorial system of developing, so I didn't go on. I was busy working on a wide film anyway at that time so it didn't matter to me whether I worked at Paramount or not. Every once in a while I would bump into Mr. Griffith we generally discussed this wide film but nothing came of it, too drastic a change in projection equipment, and other reasons. Everytime I see him his attitude toward me is always soliticitous even to inquiring as to is there anything he could help me in, and I only wish that the Fates had been kinder to me, or I not so foolish, that I would be in a position to help him, I.E. recreate the team-work, as the happiest period in my whole life was my sixteen years with Mr. Griffith.

G.B.

N.B. After reading the foregoing it seems as though I were writing about Billy Bitzer rather than Mr. Griffith, but there may be a bit or two that might be interesting, and it may sort of straighten out, the parting of the ways with Mr. Griffith and myself to you. B.

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D.W. GRIFFITH

It was he that made motion picture directing an art.
He remains the outstanding figure in the development of the screen.

To follow the village blacksmith, and, we go along.
Scenes with little plots followed, we, (The Biograph.) announced upon the screen at the end of our sort of NEWS SHOTS PROGRAM which it then was, that we would pay $5.00 for any idea that would make a good movie shot. The first phase of the movie as an interesting novelty was wearing off. At least as far as we the Biograph were concerned. They were used as chasers (i.e. to chase out the long stayers) in the continous vaudeville theatre, where they were showing.

The Biograph Co. were then selling less than twenty copies of any subject and we started thinking about getting ourselves some other kind of a job. The D.W. Griffith came along. It was only a short time after his first picture that we were working 14 hours almost daily in our one set at a time Biograph studio at "11 East 14th" St. New York City (and it now occurs to me,) from then on in New York, or California Mr. Griffith worked days, night, Sundays, Holidays, and 16 years later at Mamaroneck we were working along the 14 hour a day schedule, (even during the in-between picture times he took no vacations.) Continually experimenting, creating, never saw him hobnobbing about hotel lobbys. Not much time for social recreation. We thought that compared to others, that he was a pretty hard man to work for, that is after we had penetrated his subtle getting one to work to their utmost technique. We discovered at the Museum of Modern Art among Lists of Pictures in the early days made by Mr. Griffith that he nad made as high as seven complete single reelers in seven days at

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the one stage Biograph Studio after he had gotten into his stride.

Originally Mr. Griffith sold some little stories to the Biograph Co. for as much as $1500. Just a little later he was given a chance to direct and in his first attempt he injected some of his revolutionary ideas, not perhaps as many as he would have liked to, as he had to buck a you cannot do this, you cannot do that opposition. The cameraman was the whole works at that time, responsible for about everything except the immediate handling of the actors. It was his say, not only as to whether the light was bright enough but make-up, usually the face powdered up with pink powder, never bothered about the neck so that even though it were not a costume story (Gypsy) but in street clothes the Fort Lee natives could always spot a movie actor because he looked as though made up for a Halloween Party.

Angle's, rapidity of gestures, et al. and having enough camera troubles of his own with the crude camera subject to buckle or scratch film every other shot. Static, a glow emulsion Orthochromatic negative film which was O.K. in bright sunlight but no good at all in the more pleasing, later in the day, low key of light, that this new young director wanted to shoot in. Beside why stay out in the field until 4:30 or 5 o'clock get back to the studio at 6P.M. or later those are laborers hours the men with pick and shovel were going home at that hour 1908, a cameraman was an artist.
Why should he take a chance of getting fired by the powers that be at the office by shooting excepting in bright sun. (They said that the photography was bad enough as it was without taking chances (and film was expensive) And when this young director wanted to move the camera closer to his players that was definitely out, the cameraman had almost to stand upon his head to view the little postage stamp

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size upside down image through a little brass tube which went from the outside of the camera toward where this little image was reflected upon the film and outdoors it was hard enough to see the image and catch a focus before the film discolored. There were no lense calibrations. My camera was built by the Marvin Electric Rock Drill Co. at Canastota, N.Y. the tripod was a regular rock drill tripod of that time, minus the heavy iron blocks that were usually attached to the legs when used in rock drilling. The lense was mounted upon a plain flange which made operating much simpler or easier in regards to focus when worked a little distance away from the subjects nearer infinity than moving up closer and taking a chance of being out of focus (in depth at any rate). So why be bothered. In fact on a hot sunny day if an outdoor composition looked well from several points of view why not select the one where the camera can be set up in the shade of a big spreading tree. The action in the picture did not make so much difference anyway to the cameraman. I read somewhere one time that Mr. Griffith in his younger days when a book agent for a time cajoled, enticed sales of the Encyclopeddy Britanny by presenting a nice juicy steak to the farmers in a country of Pork and sides diet. I did not believe it at the time but I guess he did though come to thinking about him, he generally had something to get what he was after. To get the camera nearer to his players he had sent on of the boys to the village for several bottles of cold beer and when he asked the cameraman couldn't he move in a little closer and held up a bottle of beer, hot summers day on location, the camera was moved, so was the cameraman. Two bottles brought the camera almost a close as he was trying to get it. This was quite different from the mile away from the subjects standard routine, that the Biograph players emoteing under the Mr. Griffith technique, was more impressive than the hither-to small figures, the

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pictures much more pleasing. With the becoming increasingly better photography, the Biograph Girl became outstanding and Biograph sales went ahead in leaps and bounds. Getting back to subterfuges for getting the best out of his workers, without being able to give them a raise. He wasn't getting overmuch himself in those early days, or I believe he would have paid them increases out of his own pocket, as he subsequently did to an extent in the instance of when he first discovered Cuddybackville, and the Biograph Co. thought he might do just as well nearer home. A hundred miles of travel railway fares, all manner of expense, for a rural scene? Bosh! Go up above Harlem for it, Mr. Griffith made no reply, he has always been of the Oh!-what's-the-use type when breasted by imperviousness. To keep his people hard at it, in spite of the improbability of pay raises, if someone became particularly disgruntled, he would for instance, suggest to them a little plot for a picture, enthuse them and tell them to write it up, and as he had much say in the aceptance of submitted stories, The Biograph Co. would buy it. They generally paid them $15.00 for the story there were quite a number bought. Of course $15 extra a week, made the actors salary $45. If he had a wife a case I remember she could also submit. (While I think of it in later years quite a few of written by Mr. Griffith's scenarios bore fictitious names upon the screen. He also used other methods when the subject was lackadaisical a case of perhaps worrying about her sweetheart's immediate whereabouts, he might egg her on to a desired pitch of frenzy by telling her that her sweetheart cared nothing for her, that he was probably in the corner saloon getting drunk with the boys, keeping this up until the little player threatened to quit immediately or make this her last scene forever. Get ready with the camera Billy he would whisper, The result was an exhibition of temperament on the part of the player that exactly fitted the character she was portraying. Then he would see

unusual acting while it lasted it over he would take the girl in his arms and say I knew you could do it, but it took what I said about your sweetheart to bring it out. On a sizzling hot day on location when all movements were slow, a semblance of a path or road had to be cleared through the long grass before the impromptu side of house set-up. Our manual workers being busied putting up another shack for the next set. Mr. Griffith would pitch in with a shovel and start a clearing with an attitude of I wouldn't ask you boys to do this and after shovelling a quite a bit would stop and quite casually remark "you know it makes you feel a whale of a lot cooler when you stop after a bit of exertion on a sultry day like this." That's really so here's handing him the shovel just try it. Presently the whole atmosphere was surcharged with actors filled with a desire to try it, and they did feel cooler directly after the exertion. He generally got what he wanted, one way or another but mainly with his infectious enthusiasm.

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CLOSE UP

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You may read or have heard that Mr. Griffith, or Mr. Griffith and Bitzer invented the Close Up, Fade Out, Soft Focus and other innovations. And then you remember or see a film that (to take the first so called invention) has a close up that antedates Mr. Griffiths advent into pictures. In the very early Edison's Great Train Robbery there is a very large close figure of the train robber, and there were others. It took alot of experimentation to attain the Mr. Griffith method or adaption of the close up however. With the early D.W. Griffith story films one of the problems was how to compel the audience to look at the one character whose gestures or pantomine were most important in following the story. At that time the camera always being set back far enough away from the actors to take in the entire group in the scene (angle of camera).

How to make sure that some gesture or so-called piece of business, which was at times all important in following the thread of the little story,(despite our sub-titles) would not escape the attention of our audience, who would be looking at something or someone else in the scene. (which inattention does not speak very highly for our stories) How did we know that they were not following the story in the way Mr. Griffith desired? Well in one picture, in which our villian was making an all important gesture, there were several laughs which was puzzling at that time. It happened again at other showings. Upon inquiry we found that in a previous chase scene one of our male actors clothing had become disarranged, and as he turned in his little off side group the tail of his shirt was hanging out. Our audience evidently was looking for real action. The remedy to make them look eventually proved quite simple, but was really a problem which took considerable experimenting to solve:

I. We tried Iris-in down to take in only the one principal figure or action we wanted the audience to watch ie. sort of telescopic view it was.

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2. Spacing the action regular stage drama technique, that didn't work, background actors learned tricks of stealing attention.

3. We had special yellow filters made with a clear centre which could be slid or shifted about in front of our lense or centering upon the one we wanted to feature, and dim out others in the group. No use audience seemed curious to watch what the one in the dimmed space were doing. Not all of course (but enough to retard our new D.W. Griffith epics from becoming "terrific hits", although the sales of Biographs were bounding up at that. Of course we could not use the method as used in newspaper pictures where groups are large of Arrow Marks Spot where principal action takes place,although, believe it or not, it received a thought.

4. First all legs cut off...then the single close up the many times magnified face

Bringing the camera right up to the principal action excluding everything else for the time of its duration then back to the scene in entire. It was this adaption of Mr. Griffith's taking a character bodily out of a group, interrupting or breaking into a scene, that was not only new but daring, but raised lots of criticism and was met with objections by many even our own people with its introduction. This acting with arms out of the picture and no feet. I recollect I was reprimanded on several occasions in the full group scenes when an actor's arm went out of the scene at an extreme end of a group "get them all in" I was told. "A somewhat lengthy ~~explan-~~ explanation of The Close-Up as invented by D.W. Griffith." In a word he gave the close-up a psychological point. In experimenting with the Iris, clear circle filter, et.al. we tried putting a piece of black gauze before the lense, ordinary Crepe de Chine into which a little hole was cut out or burned out with a lighted cigarette, to feature principal action. This lead to getting away from the sharp cornered then 5 and 10 cent movie as by leaving the darkened corners created

by the gauze, the centre of which was cut out altogether and in such a shape as suited the artistic? — Cameraman's fancy. A sort of wash drawing effect was obtained, a blending and fading towards the corners of the pictures which did make the movie appear more artistic than the straight corners in use, and of course like many of the Mr. Griffith innovations was immediately copied by other then existant moving picture companies. The Griffith close-up where he figured legs and feet do not act, it's the faces that tell the story and wanted them to stand so close to the camera that it seemed to us all except Mr. Griffith that the result would certainly look foolish.

#

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1908 ✓
Gen.

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*Appended to his make you work Technique

THE AMERICAN MUTOSCOPE AND BIOGRAPH CO. was an organiqation of somewhat high hat stockholders. Col. Soper, U.S. Grant II, Abner McKinley, who had become financially interested in this new hair brained gamble of motion pictures through our showing of the picture of the late President McKinley at Hammersteins Olympia Theatre October 12, 1896, Bway, 44-45 St where the Wrigley Fish sign is now. At the time of Mr. Griffith's advent its finances were handled by the Empire Trust Co. It was not very easy to get a raise in salary. So that Mr. Griffith had to resort to various subterfuges to get the best out of all of his workers. The big incentive of, I will get you more money he used once that I can recollect, in those, his early days. We had a scene in a picture in which a bachelor's friends are giving an about to be married member, a farewell toast on his wedding eve. The pretentious setting was up. The painted on canvas background flats, the standby potted palm trees, always used in a rich set, etc. the actors in their for-hire 3rd avenue, dress suits, Mac Sennett's suit didn't fit at all, Tony Sullivan did not look so hot either, but handsome Arthur Johnstone, he had evidently worn one before, as we would today say, he was terrific. They were hard to put into comfortable looking attitudes, be nonchalant as it were. Mr. Griffith seemed stumped dismayed in posing this group for the opening shot of, at his bachelors club. It wasn't just right, their attitude was stiff, not spontaneous (as was usual with the first scene of the day) taken in the mornings. It was here I think that Mr. Griffith learned that the actors particularly of that day were thinking and exchanging gossip (during the lull in scenes) of what had happened the night before to them, than of the acting. He could not postpone dramatic bits of acting until late in the day then (on account of the grind) as always he did later which accounts for the many 14 hour days we put in.

Our movie actors were cold in the early mornings but full of exhuberence as the day went on ; and if it happened to be a very excitable scene, Mr. Griffith would at times disappear for an hour or more. The actors by this time becoming fidgety perhaps worrying about being late for their date that evening, that Mr. Griffith would come back and announce, I see where we will be here all night. Oh boy, what pap and vim they would get into their action. (I mean where scenes called for such action, and interiors of course, not on location.) After explaining the mechanics and running through the action a couple of times, discouraged, Mr. Griffith said I am going out in the office for a few minutes rehearse this among yourselves, try and get something out of it, so that you will appear at ease, and if you show me, I will get you instead of five dollars, ten dollars for today's work, as he went out he said, "Billy! watch it, see what you can do with it." There was a picture in the corner cigar store advertising Hoffman House Cigars. I used to pass it daily, and sneaked out up to the corner and took a good look at it, noting the to-the-manner-born postures of various gentlemen posed about the lobby of the Hoffman House. I came back and posed the boys in what seemed to me the most striking attitudes and then came a brilliant thought, their college yell for the toast, as Owen Moore entered, the men gathered around him brought him to a centre table lifting glasses, this was the toast that was college yelled, when Mr. Griffith came back. Biograph! Hah! Hah! Hah! Ten Collars! Ten Dollars! Rah! Rah! Rah! all got the double pay and it never went back to $5.00.

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Bitzer
-1908-Bio Lairs others

It occurred to me that perhaps a brief outline, somewhat personal of Mr. D. W. Griffith as I knew him, in my sixteen years of association with him, would bring out Mr. Griffith's personality as he was, when he would let his hair down as it were, instead of a glorified description of Mr. Griffith the man, but nothing that I have read even does justice to the lovely traits of his character.

This generosity was such that when asked for aid, he would not only give the applicant the first bill that he would pull out of his trousers pocket, but if the case was more than trivial, it would really affect him, and he would detail in addition to what money he gave to the supplicant, one of his assistants to help those in trouble. It was not show-off, ego, but the pity would stay with him, until the distress was releived. Our projectionist here now, tells me that Mr. Griffith nearly always would hand him a bill out of his pocket, it might be a ten or a twenty dollar bill whenever he would project for him night after night, although he was receiving his regular wage. Mr Griffith has said to me many times on location when I would try to get the use of a house or lawn for a picture, and tell him I couldn't get that one. "Go back and pay for it, they will let you use it." His Tolerance was incredible, he could chide the one that made a mistake in such a gentle manner, like what were you thinking of, you knew we had to have the person, or article, here, and then he would come to a dead stop. A pause that would last long enough for the error to sink in, which would hurt more than if he flew into a rage which he never did. Temper, perhaps at most only a half dozen times did I see him in a rage, and like most extremists he would finish it. The first time I ever saw him get mad was in the very early days when he gave an extra, Charlie Endsley (who wanted to quit

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the scene on some trivial excuse) three minutes to change his mind. Before time was up Mr. Griffith was holding his watch Endsley lunged at him. Mr.Griffith knocked him cold and Endsley was pretty husky at that. Endsley continued to work that afternoon, several instances quite similar. But his kind heart prevented many outbursts as if anyone balked he would talk kindly to them if it were an outsider say on location trying to cause a disturbance he might himself go right to that person and if his kindly, "Yes sir," didn't take effect a bill from his pocket would. I have seen instances where some one would try to hold him up, he would pay them and when I said I wouldn't have given him a dime, he would say that the delay is causing us more than I gave him. Some times he would get fooled of course. The instance of where we were using some darkies there were some empty shacks near by and they used one of them to change clothes. A strange colored man came up to Mr. Griffith and said you the boss here. Mr. Griffith said what do you want. The colored gent said, "Who's in charge of all dis here disrobing?" Mr. Griffith who had already separated a bill in his trousers pocket, pulled it out, it was five dollars and gave it to the colored gent, with the question of, "Do you own those shacks?" "Oh no, I'm just wondering how to get a job," he said. Mr. Griffith hesitated a second, and told him to get away in the back.

Persistence. Once he had made up his mind to do, or get something. (I do not mean an impulse) whether it was in portrayal of a bit in acting or some photographic result, he would keep at it from all angles until successful. He had the utmost patience. Even when handling big mobs at some of these times when things were going all awry, he would break out in snatches of song, or a bit of psychology

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that seemed to calm down the excited ones (in not to be too serious and they would do better.) In after years I have yet to meet the man or woman who if Mr. Griffith's name comes up has ever said one word against. The finest gentleman that ever directed pictures is even to-day the unanimous verdict. I mean of those that worked for him. Mr. Griffith, has never changed to me. From the early days at Fort Lee, when on location, on a bitter cold day, and the bicycle lamp which I was using steamed up the back element of the taking lens so that it virtually became as of ground glass, and all the scenes that he worked so hard upon in the cold, (and Mr. Griffith, hated cold when not shooting in later years he quit New York always on the first cold spell.) had to be retaken, there was nothing upon the film at all. He not only kept me from being fired, but he encouraged me in making further experiments to try and keep it from happening again. Never lost his temper with me as long as we were together. We always threashed the incidents out, at times he even would say,"I was wrong about that Billy." One time when a plot for a comedy picture, "The Curtain Pole" which I had submitted had been turned down and he did not champion it, I was much peeved after sending for me several times he finally knocked at my darkroom door. I would not answer, he continued knocking and when I finally opened the door, we just looked at exch other and smiled. Sounds childish but it happened. We later made the Curtain Pole and it created quite a stir among the half-dozen producing companies of that time. At times he would laugh at a rebuff I recall. At Fort Lee, we had been sidestepping a house and yard for a picture for a long time. We heard that the woman was a crank, besides there was a large savage-looking dog. We had used about all the house fronts in Fort Lee and this one was just what Mr. Griffith

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wanted. He said, "Billy, you use that persuasive power of yours and try to get it." The dog and I were friendly at once. (Dogs always have been to me.) About the supposed persuasive power I doubt I ever had any, just as I was about to knock upon the door, I saw the door-plate, people in suburbs had metal and sometimes glass doorplates with their names upon them at that time. It had the name Fitzpatrick upon it. We had an extra actor named Fitzpatrick right in our company that day. It occurred that as a namesake he should have better luck. I didn't knock and got him to go and ask. In the meantime, time was awasting. Mr. Griffith went toward the house with him. When the lady came to the door and our man said said my name is Fitzpatrick, etc. She yelled I want nothing to do with the Fitzpatricks they cheated me out of a month's rent, and slammed the door. Mr. Griffith laughed heartily, and the dog barked lustily. Guess he was stumped in his usual offering of money in this instance, as he maybe feared she would ask for the month's rent for the use of the front door and gate-way, as Mr. Griffith could also read people pretty well. Whenever we hit a snag he would just fumble around in his trouser's pocket, In later years I was him on Seventh Avenue one summer's day. He saw me and I rather rushed to him somewhat excitedly and as I came up his hand went to the famous trouser's pocket. I rushed to tell him that I had become a daddy. He patted me across the back with his cane. Our ensuing conversation at the soda fountain in a neighboring drug store was intensely reminiscent. I always liked Mr. Griffith, my boy's middle name is Griffith, because of the happy hours in my life in sixteen years with Mr. Griffith.

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From the time Mr. Griffith started directing pictures in June 1908, until he left the Biograph studios in October 1913, he worked continuously and incessantly. No vacations, he liked his work so well that a vacation would only have annoyed him. His evenings and Sundays he spent looking at Pictures to see what the other companies were doing, Edison, Vitagraph, Kalem, Lubin, Selig, Essanay, Melies, and Pathe Foreign. Sundays, he would also spend going through picture suggestions and stories submitted. Then also he devoted considerable time to assembling his pictures, close cutting, a thing that before D.W.'s advent we did not bother much about, that is to have a smooth flow of continuity where entrances and exits directly followed each other. In fact he was always buzzing around like a busy bee at the old 14th Street Studio, either upstairs in the cutting and projection room, or out in Lee Dougherty's office in front. This he did so often, that we generally got a late start at the Studio, together with his lengthy rehearsals and limited studio space for only one set at a time, (made pretty long days of it) a 16 hour day was nothing unusual. I did not mind it, and on unusually long days, I became exhausted due to the fact that because my work consisted of manual labor; i.e. the camera, the lights, preparing the film and all this hustle was more exhilarating than the hanging around making a few mutoscope pictures during the week with the dread uncertainty of the company folding up at any day. The first cuddebackville trip was looked upon by the members of the company as a vacation, but mostly because it was with pay and keep. But it was really just the continual grind for D.W. and myself we were at it before the others got up locationing and when the sun was gone we again started our search for new spots to shoot in. There were always camera duties in the evening film treating to prevent static which might occur in extremely hot weather as it did in cold the reloading and instructions

for developing, etc. Even on the California trips there was much more work (despite larger work crews who built stage sets etc.) than at the little 11 E. 14th St home studio. Here we not only developed our negatives and made a print but there were many additional duties that required personal supervision, as it was similar now to camping out as compared to at home, where we had a shop, a laboratory, offices et. al. So what I am trying to set forth is that working in my capacity (it was not as hard for the actors who had little breathing spells between pictures, evenings and even between scenes in which they were not used.) It was a hard job this working for D.W. and this will give you an idea what D.W. did between pictures, which there was no between, excepting the train rides across the continent during his entire period of making Biograph pictures from 1908 until 1913. Both his, and my first respite began with our return to the new Bronx Studio where we both set back and let the other fellow do the work.

(see page 18, can not find 18, L.M.)

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file 1908 gen.

THE GRIFFITH BIOGRAPH CAMERA

1908-13

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The Biograph used plain unperforated film, without sprocket holes.

The negative strip of film was carried forward from the upper wooden magazine over the smooth rollers by friction to the exposure aperture, and at the moment of exposure was punched with two registration holes, which became the master holes in the printing of the positive film for projection which made the Biograph pictures much steadier than those made by others using the sprocket holes.

Intermittent motion was obtained by the beater movement roller. A loop of film formed above and below the exposure aperture, the take-up on the lower wooden magazine, then drew the film into the lower magazine.

To view and focus a scene the metal frame with the ground glass was inserted into position, the film mechanism being pulled aside during this operation.

The punching's from the perforater, were caught in a suction, caused by little blades on the camera shutter which is located between the mechanism and the taking lens, and blown out through an opening at the right hand bottom of the camera.

The Lens, a 2 inch focus, Speed f3.5. The Negative, was Orthochromatic, approximately 100% slower than present day motion picture negative, and quite contrasting, giving vivid blacks and whites with little half tones. Pan film of today gives all gradations.

Because of the various speeds of negative films, i.e. - Super, Superior Super, xx, xxx, et al, a definate speed comparison of the emulsion speed of yesteryear, and of today may be vague, however, the 100% slower figure will give an idea.

The Exposure,—one thirty-fifth of a second was the usual exposure, sixteen exposures per second, sixty feet per minute. Today 24 exposures per second, ninety ft per minute.

The Bicycle Lamp which burned alcohol, created heat, and moisture, to dispell static. (Frictional electric discharges, which marked the film with wiggly lines during inclement weather.)

This camera took the First Motion Pictures of Mary Pickford, The Gish Sisters, Lionel Barrymore, and many others of the screen's most famous personalities.

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BANK BOOK

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5

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IMPORTANT DO NOT FAIL TO HAVE INTEREST WRITTEN IN THIS BOOK EACH YEAR

American Bank Note Co., New York

EXTRACT FROM THE BY-LAWS

OF THE

German Savings Bank

IN THE CITY OF

NEW YORK.

The Bank shall be open daily, except Sundays and holidays, from 10 a.m. to 3 p.m.; and on such evenings as the Board of Trustees from time to time may direct.

The Bank is open Mondays from 10 a.m. to 8 p.m.

Deposits of one dollar to three thousand dollars may be received from any single depositor.

On making the first deposit, the depositors shall be required to subscribe to, and thereby signify their assent to, the Regulations and By-Laws of the Bank. Persons not residing in the city may open accounts in writing, lawfully attested.

Any person paying or causing to be paid any money into the Bank, or procuring any money from the same, directly or by the intervention of other persons, shall by such act, even without his signature, be held and deemed to assent to all Rules and Regulations of the Bank.

On making the first deposit, every depositor shall receive a pass-book, which shall contain an extract of the By-Laws and Regulations of the Bank, and without the production of which subsequent deposits shall not be received.

All deposits and drafts shall be immediately entered in the books of the Bank and the pass-book of the depositor. The Bank is not liable to make any payment until the pass-book is handed in for the purpose of entering the payment. The Bank will assume no responsibility for remittances of money to depositors.

Dêposits are taken only in American gold or silver, or in such paper money as is received at par by the banks of the city of New York.

Ordinarily the deposits shall be repaid on demand, but the Bank may require a notice of not exceeding sixty days before such payment.

Auszug aus den Neben-Gesetzen

der

Deutschen Sparbank in der Stadt New York.

Die Bank soll täglich, Sonntage und Feiertage ausgenommen, von 10 Uhr Morgens, bis 3 Uhr Nachmittags, und an solchen Abenden, wie der Verwaltungs-Rath von Zeit zu Zeit bestimmen mag, offen sein.

Die Bank ist Montags von 10 Uhr Morgens bis 8 Uhr Abends offen.

Depositen von einem Dollar bis drei Tausend Dollars können von je einem Einleger angenommen werden.

Bei der ersten Einlage sollen die Einleger angehalten werden, die Regulationen und Neben-Gesetze der Bank zu unterschreiben und dadurch ihre Zustimmung zu denselben zu erklären. Personen, welche nicht in der Stadt wohnen, mögen schriftlich in beglaubigter Form Rechnung eröffnen.

Wer der Bank Geld zahlt oder zahlen läßt, oder sich direct oder durch Vermittlung anderer Personen von der Bank Geld zahlen läßt, giebt übrigens, selbst wenn er nicht unterzeichnet hat, dadurch seine Zustimmung zu allen Regeln und Bestimmungen der Bank zu erkennen.

Bei der ersten Einlage soll jeder Einleger ein Conto-Buch erhalten, welches einen gedruckten Auszug aus den Neben-Gesetzen und Regulationen der Bank enthält; ohne dessen Vorlage sollen spätere Einzahlungen nicht angenommen werden.

Alle Einlagen und Rückzahlungen sollen sofort in die Bücher der Bank und in das Einlage-Buch des Einzahlers eingetragen werden. Die Bank ist nicht verpflichtet Zahlungen zu machen, bis das Conto-Buch zum Zweck der Eintragung vorgelegt worden ist; auch übernimmt sie keine Verantwortlichkeit für Geldsendungen an Deponenten.

Einlagen können nur in amerikanischem Gold oder Silber, oder in solchem Papiergeld gemacht werden, welches von den Banken der Stadt New-York zu pari angenommen wird.

In der Regel sollen Depositen auf Verlangen zurückgezahlt werden, die Bank mag aber eine Notiz von nicht mehr als sechzig Tagen vor solcher Rückzahlung verlangen.

Zahlungen der Bank sollen in keiner geringeren Summe als von einem Dollar gemacht werden, ausgenommen wenn der Einleger seine ganze Einlage zurückzieht.

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IN THE CITY OF NEW YORK.

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in account with

Dr.

1909 622102

June 24	Four hundred Dollars	400 —
July 14	One hundred Dols	100 —
July 26	One hundred Dols	100 —
Aug 4	Six hundred fifty Dollars	650 —
Aug 30	Fifty Dollars	50 —
Sept 15	Nine hundred Dollars	900 —
Oct 5	Eight hundred Dollars	800 —
1910 INTEREST TO JAN		26 —
June 18	One hundred twenty four Dollars	124 —
1910 INTEREST TO JULY 1st.		57 52
Oct 5	Nineteen hundred ninety nine 88/100 Dolls	1 99988
1924 INTEREST TO APR. 1st		179245
		699985

622102

David W. Griffith

Cr.

1910. 622102

Jan. 17	One hundred fifty Dollars	150 —
July 25	One hundred thirty Dollars	130 —
Sept 12 1924	One thousand	2000 —
June 6	One hundred Dollars	1200 —
	over	3519 85
		6999 85

Central

GERMAN SAVINGS BANK
IN THE CITY OF NEW YORK.

622102

in account with

Dr.

622102

Balance brought forward, $ 3519 85

1924 INTEREST TO OCT. 1st 70 74

3590.59

1925 INT. TO JULY 1 78 48

3669.07

622102

David W. Griffith

Cr.

622102

1924 Apr 5 One thousand $ 1000 —

July 27 1925 Two thousand Dlrs 2000 —

MMA - Biograph coll.

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CONTRACT

LAWRENCE W. GRIFFITH
AND THE
BIOGRAPH COMPANY

AUGUST, 1909.

THIS AGREEMENT, made and entered into this second day of August, 1909, by and between LAWRENCE W. GRIFFITH, of the City of New York, State of New York, party of the first part, and the BIOGRAPH COMPANY, a corporation organized and existing under the laws of the State of New Jersey, party of the second part,

W I T N E S S E T H :

The party of the first part agrees to serve the party of the second part in its business of originating, manufacturing, leasing and selling motion picture films and motion picture reels for mutoscopes; the services to be rendered by the party of the first part to the party of the second part being more particularly described as follows:

(a) To aid the party of the second part in composing, selecting and modifying subjects, stories and plays, with the object of producing motion picture films and motion picture reels for mutoscopes, of such merit in the opinion of purchasers and lessors that the business and profits of the party of the second part will be increased thereby.

(b) To originate the stage setting and scenery and to determine upon and select the performers, costumes and auxiliaries, best adapted for the

correct and economical production of stories, plays and other performances, for motion picture films and for mutoscope reels.

(c) To select the sites, scenes, performers, costumes and auxiliaries, appropriate for the correct and economical production, in the open air, of stories, plays and other performances, for motion picture films and for mutoscope reels.

(d) To superintend and direct the "make up" of all performers participating in indoor and open air performances, to thoroughly rehearse all performances, and to enforce such discipline as will prevent waste of time of performers while they are employed by the party of the second part.

The party of the first part further agrees to faithfully and energetically endeavor to increase the business and profits of the party of the second part by thoroughly and economically executing all the business of the party of the second part that is intrusted to him.

The party of the first part further agrees to correctly account to the party of the second part for all expenditures made by him in connection with the business of the party of the second part, and the party of the first part also agrees not to make any

expenditures or to contract any indebtedness or obligation in connection with the business of the party of the second part except such as have been approved in advance by the party of the second part.

The party of the first part further agrees that the party of the second part shall at all times have the right to employ parties other than the party of the first part to render to the party of the second part services similar to those to be rendered hereunder by the party of the first part.

The party of the first part further agrees to be governed by such directions as the President of the party of the second part, or other person authorized by said President, from time to time gives to the party of the first part, relative to the services to be rendered hereunder by the party of the first part.

The party of the first part further agrees not to furnish information to other parties or to grant interviews to representatives of newspapers or other publications, relating to the business of the party of the second part.

In consideration for the services hereinbefore set forth to be rendered by the party of the first part to the party of the second part, the party of

the second part agrees to pay to the party of the first part a salary of fifty (50) dollars a week, payable weekly, upon the usual weekly pay-day of the party of the second part, and in further consideration, the party of the second part agrees to pay to the party of the first part a commission of one-tenth (1/10) of one (1) cent for each lineal foot of positive motion picture film that the party of the second part sells from negatives of stories, plays and performances executed under the direction of the party of the first part between the fifteenth day of August, 1908, and the day on which this agreement terminates, and that said commission shall be paid monthly.

The party of the second part further agrees that if the salary of fifty (50) dollars a week and the commission which it hereinbefore agrees to pay to the party of the first part, added together, amount to less than one hundred (100) dollars a week in any calendar month until this contract expires, then in each such month, the party of the second part will pay to the party of the first part, such additional commission as is necessary to make the compensation of the party of the first part one hundred (100) dollars a week.

The parties hereto agree that this contract shall remain in force and be binding upon the party of the first part and upon the party of the second part and its successors and assigns until the first day of August, 1910.

IN WITNESS WHEREOF, the party of the first part has executed this agreement and the party of the second part has caused this agreement to be executed by its President and attested under its corporate seal.

Witness to signature of Lawrence W. Griffith: Lawrence W. Griffith

S. J. Howe

BIOGRAPH COMPANY,
by J. J. Kennedy.
President.

Attest
W. H. Brenner
Secretary

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CONTRACT

LAWRENCE W. GRIFFITH

AND THE

BIOGRAPH COMPANY

AUGUST, 1909.

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October 4, 1909.

#53 A

BROWNING NOW GIVEN IN MOVING PICTURES

"Pippa Passes" the latest Play
Without Words to be Seen
In the Nickelodeons

THE CLASSICS DRAWN UPON

Even Biblical Stories Portrayed For
Critical Audiences - Improvement
Due to Board of Censors

"Pippa Passes" is being given in the nickelodeons and Browning is being presented to the average motion picture audiences, who have received it with applause and are asking for more.

This achievement is the present nearest-Boston record of the reformed motion picture play producing, but from all accounts there seems to be no reason why one may not expect to see soon the intellectual aristocracy of the nickelodeon demanding Kant's Prolegomena to Metaphysics with the "Kritik of Pure Reason" for a curtain raiser.

Since popular opinion has been expressing itself through the Board of Censors of the People's Institute, such material as "The Odyssey", the Old Testament, Tolstoy, George Eliot, De Maupassant, and Hugo has been drawn upon to furnish the films, in place of the sensational blood-and-thunder variety which brought down public indignation upon the manufacturers six months ago. Browning, however, seems to be the most rarefied dramatic stuff up to date.

As for Pippa without words, the first films show the sunlight waking Pippa for her holiday with light and shade effects like those obtained by the Secessionist Photographers.

Then Pippa goes on her way dancing and singing. The quarreling family hears her, and forgets its discussion. The taproom brawlers cease their carouse and so on, with the pictures alter-

nately showing Pippa on her way, and then the effect of her "passing" on the various groups in the Browning poem. The contrast between the tired business man at a roof garden and the sweatshop worker applauding Pippa is certainly striking. That this demand for the classics is genuine is indicated by the fact that the adventurous producers who inaugurated these expensive departures from cheap melodrama are being overwhelmed by offers from renting agents. Not only the nickelodeons of New York but those of many less pretentious cities and towns are demanding Browning and the other "high-brow" effects.

53C

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SCENE. (I)

The discussion of the making of some worth-while stories and to get away from the

Cast

Pippa Passes.

Janes Kirkwood.

Henry Walthall

Owen Moore

Arthur Johnson

Marion Leonard

Gertrude Robinson

Mary Pickford

Linda Alderson

Morn- noon- evening- night.

The night effect of the day breaking.

1909 gw BITZER

An incident during the filming of TWO BROTHERS, San Juan Capistrano, Southern California, 1909

Easter Morn at the Mission

A run down to Capistrano to use the Old Mission, and its environs as a background for A Mexican Romance classic. We leave Los Angeles, "Special," Two Passenger coaches, and a combination baggage horse car. We arrive at the Mission City after midnight in a pouring rain. The Rainy season in Cal. Our special is shunted onto the railroad siding. We wait for let-ups, between the down-pour, and our youthful groups in pairs attempt dashes to the hotel, through the terribly sloppy dobe-mud semblance of road. All unnecessary of course. But when the boys make bold, that they could carry the girls right over the threashdld of the hotel without getting them the tiniest bit wet. (a distance up a hill and somewhere in the offing we could see the reflections of its lights, but in the blackness couldn't just tell how far it was.) who could resist this adventure. Out dart a boy and girl, amid laughter, we hear the mud splashing, and the giggles of the girl, and not to be out-lochinvared another couple are off. "Oh such adventure." Sounds silly! but remember our boys are marvellous types of youth. Arthur Johnson, a dream of a handsome leading man. Owen Moore the strong gawky youth. Handsome Henry Walthon. Our horsemen, and the girls all sweet, all in their teens. Our elder character people were also just as loving, and refined, Kate Bruce, Christy Miller. With our Idol. D.W. This was a happy family. We retire at the hotel. Three or four days it pours. Each day we have consultation, sky lightens for moments at times, can we accomplish (shoot) anything Billy? The cameraman altho he has no control of the weather, becomes very import-

ant. He is the first one up in the mornings, to scan the skies and note the wind direction, etc. and would be first to call a break in the clouds if any. Another four days of rain. This is Easter morn, the rain had stopped it is just after dawn, from the balcony of the hotel, the massive dark outline of the mission looms against the grey sky. Two figures, monks in their long robes move along picking their way over the high spots of a dobe mud, at the base of the wall where hang the ropes to the bells, which hang on the ruins of the Old Mission walls. (The mission destroyed by an earthquake in 1880 (?) one is filled with wonder upon first viewing these marvellous ruins as to how the huge dobe arches had been constructed by the Indians under the guidance of the Monks. On its inner walls the delicate blue and pinkish colors still stand out after being exposed to the lower California sun's rays so many years.) The Monks get to their stations at the foot of the ropes and sway the bells whose cracked tones are in thorough keeping with the whole atmosphere of ages. Easter Morn. "I am the Resurrection and the Life," over the brow of a small hill some more figures appear heading for the small church of the mission built alongside. And too, from the opposite direction more figures are coming and now come a large group, between them some are carrying a litter upon which seems a large body. It is an Indian funeral they are bearing the body of an Indian woman for its last blessed rites, to the altar. So our hotel proprietor Mike who has come out upon the upstairs veranda alongside me at the first sound of the bells, informs me. Our company are also beginning to get up and be about some, appear upon the veranda. The day is brightening somewhat. Everyone seems so happy. Life is so wonderful. So Peaceful.

Another day. The Storm

The rain's over, blue patches are appearing in the sky and paths around the church and hotel are drying. General make-up activity begins, our people are appearing in costumes. The Mexicans are beginning to appear around the hotel to watch the fun. Some of them laugh outright when our leading men clamber up onto their bespangled huge Mexican saddles. However a good time is being had by all. Now a scene begins which is a sort of religious parade. The natives who have increased in number, are in little crowds, lines are also seated up on the fence rail at the side of the road, suddenly a murmur starting from nothing rises into a babel of angry voices and shouts, several Mexicans rush at one of our actors who is carrying a cross belonging to the mission waving their arms at him threateningly, other natives are similarly surrounding other of our actors who also are carrying other sacred vestments borrowed from the mission. Everything is stopped, excitement among the Mexicans increases, some of our party become frightened are heading for the hotel. The good natured Padre has appeared among a group who are talking excitedly, someone has thrown a straw stuffed figure into the doorway of the mission. We are advised to return to the hotel. The natives follow us there. Among the loud voices we pick words Mova Peech Cowboy. Sacra. A serious Faux Pas has been committed. These sacred vestments under which they had been baptised, married, and would be buried, should not have been in our hands. We were all in the hotel now a larger crowd were milling about outside. Anger was increasing especially as we had taken cover. A quick consultation we were about to phone for outside help. Mike the hotel proprietor goes out on the upper hotel veranda, they keep jeering. He talks in their lingo, they listen a bit, then

jabber. He has told them we have some of the champion riders of the world right here, get that little wild horse you got over the hill and if one of our boys don't ride him well pay you or bet you. They are not all Mova Peech Cowboy come on. We had with us Art Acord and several other Rodeo champs who had been rolling the dice out in the barn during the rainy days and hadn't been at all in evidence. A couple or three Mexicans were now bringing a bucking tossing mustang or whatever it was toward the hotel on long lines. One of our champs walked over to it getting near his neck he jumped on his back. The both went down. Up again then it looked bad for our cowboy he seemed to be underneath the struggling kicking animal but presently with some trick, he dashed by with a "Yippee ride em Cowboy" yell, he waved his sombrero. The natives mellowed lots especially as whatever they had bet with Mike and lost was forced back to them. Our cowboys put on an exhibition etc. and a couple of days later when we pulled out most of them were around us as we waved a farewell to San Juan Capistrano.

What this has to do with D.W. Griffith, is this to my way of thinking: At the time of making Two Brothers pictures were still pretty common. Directors sort of stole scenes for backgrounds, mission, etc. But there was nothing underhand in Mr Griffith's make-up from the very beginning. At Fort Lee where the natives rather welcomed the Biograph players and were not so tolerant toward some of the others. So perhaps aside from his always striving most times to elevate the movies from a story point. He should also be credited with his co-operation with the peoples whose properties he used. Which all surely led up to some good for the movies contacts with the U.S. Army, and perhaps a little far-fetched but eventually made such pictures as the Fighting 69th possible in later years.

MMA. Biograph coll.
D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CONTRACT

David ~~LAWRENCE~~ W. GRIFFITH

AND THE

BIOGRAPH COMPANY

AUGUST, 1910.

THIS AGREEMENT, made and entered into this first day of August, 1910, by and between ~~LAWRENCE~~ David W. GRIFFITH, of the City of New York, State of New York, party of the first part, and the BIOGRAPH COMPANY, a corporation organized and existing under the laws of the State of New Jersey, party of the second part,

W I T N E S S E T H :

The party of the first part agrees to serve the party of the second part in its business of originating, manufacturing, leasing and selling motion picture films and motion picture reels for mutoscopes; the services to be rendered by the party of the first part to the party of the second part being more particularly described as follows:

(a) To aid the party of the second part in composing, selecting and modifying subjects, stories and plays, with the object of producing motion picture films and motion picture reels for mutoscopes, of such merit in the opinion of purchasers and lessors that the business and profits of the party of the second part will be increased thereby.

(b) To originate the stage setting and scenery and to determine upon and select the performers, costumes and auxiliaries, best adapted for the

correct and economical production of stories, plays and other performances, for motion picture films and for mutoscope reels.

(c) To select the sites, scenes, performers, costumes and auxiliaries, appropriate for the correct and economical production, in the open air, of stories, plays and other performances, for motion picture films and for mutoscope reels.

(d) To superintend and direct the "make up" of all performers participating in indoor and open air performances, to thoroughly rehearse all performances, and to enforce such discipline as will prevent waste of time of performers while they are employed by the party of the second part.

The party of the first part further agrees to faithfully and energetically endeavor to increase the business and profits of the party of the second part by thoroughly and economically executing all the business of the party of the second part that is intrusted to him.

The party of the first part further agrees to correctly account to the party of the second part for all expenditures made by him in connection with the business of the party of the second part, and the party of the first part also agrees not to make any

expenditures or to contract any indebtedness or obligation in connection with the business of the party of the second part except such as have been approved in advance by the party of the second part.

The party of the first part further agrees that the party of the second part shall at all times have the right to employ parties other than the party of the first part to render to the party of the second part services similar to those to be rendered hereunder by the party of the first part.

The party of the first part further agrees to be governed by such directions as the President of the party of the second part, or other person authorized by said President, from time to time gives to the party of the first part, relative to the services to be rendered hereunder by the party of the first part.

The party of the first part further agrees not to furnish information to other parties or to grant interviews to representatives of newspapers or other publications, relating to the business of the party of the second part.

In consideration for the services hereinbefore set forth to be rendered by the party of the first part to the party of the second part, the party of

the second part agrees to pay to the party of the first part a salary of seventy-five (75) dollars a week, payable weekly, upon the usual weekly pay-day of the party of the second part, and in further consideration, the party of the second part agrees to pay to the party of the first part a commission of one-eighth (1/8) of one (1) cent for each lineal foot of positive motion picture film that the party of the second part leases and sells from negatives for stories, plays and performances executed under the direction of the party of the first part between the fifteenth day of August, 1908, and the day on which this agreement terminates, and that said commission shall be paid monthly.

The party of the second part further agrees that if the salary of seventy-five (75) dollars a week and the commission which it hereinbefore agrees to pay to the party of the first part, added together, amount to less than two hundred (200) dollars a week in any calendar month until this contract expires, then in each such month, the party of the second part will pay to the party of the first part, such additional commission as is necessary to make the compensation of the party of the first part two hundred (200) dollars a week.

The parties hereto agree that this contract shall remain in force and be binding upon the party of the first part and upon the party of the second part and its successors and assigns until the first day of September, 1911.

IN WITNESS WHEREOF, the party of the first part has executed this agreement and the party of the second part has caused this agreement to be executed by its President and attested under its corporate seal.

David W. Griffith

Witness to signature of David ~~Lawrence~~ W. Griffith:
John A Thaddron

BIOGRAPH COMPANY,
J. J. Kennedy
President.

attest:
W. H. Brenner
Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CONTRACT

David

~~LAWRENCE~~ W. GRIFFITH

AND THE

BIOGRAPH COMPANY

AUGUST, 1910.

IT IS AGREED by and between the parties hereto as follows:

FIRST: The capital stock of the Cascadian Spring Water Company shall be increased to Fifty Thousand Dollars, to consist of Ten Thousand Dollars par value of Common Stock and Forty Thousand Dollars par value of seven per cent cumulative preferred stock, preferential as to dividends and in liquidation.

SECOND: Said Common stock shall be issued as follows: Twenty-five per cent thereof to Sherwood M. Hard, or his nominees, thirty-seven and one-half per cent thereof to David W. Griffith, or his nominees, and thirty-seven and one-half per cent thereof to Woodson R. Oglesby, or his nominees.

THIRD: Preferred stock of said Corporation of the par value of One Thousand Dollars shall be issued to Sherwood M. Hard; Woodson R. Oglesby and David W. Griffith hereby agree to purchase the remaining Thirty-nine Thousand Dollars of the preferred stock, each to take an equal portion thereof, or so much thereof as may be required for the purposes of said Corporation, and to pay the sum of Ninety Dollars per share therefor in cash, and the remaining Ten Dollars per share in services as Directors and Officers of said Corporation.

FOURTH: It is understood that this agreement shall not operate to interfere with the right of the Cascadian Spring Water Company to sell any portion of its preferred stock, not previously disposed of, to other persons at such price, but not less than Ninety Dollars per share, as it shall see fit.

FIFTH: Preferred stock of said Cascadian Spring Water Company at Ninety Dollars per share shall be issued

to said Griffith and said Oglesby for all moneys heretofore advanced to said Company by them, or paid by them into the treasury of said Company, or for the purchase of the "Spring" property, and in addition they shall accept and pay for so much of said preferred stock at Ninety Dollars per share as may be necessary to enable said Company to meet its obligations and provide it with sufficient working capital.

SIXTH: It is also agreed that Sherwood M. Hard shall be employed by said Cascadian Spring Water Company as Manager, and that a contract will be entered into with him by said Company for the payment to him for his services of not less than Five Dollars per day, for each day he shall be employed in the furtherance of its interests, from the first day of June, 1911, and in addition thereto ten per cent of the amount realized upon the sales by said Company of "Sparkling Cascadian" table water and "Club Special" ginger ale during the term of said employment.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this 6th day of June, 1911.

Graham Stewart Brewer
Sherwood M. Hard
David W. Griffith
Woodson R. Oglesby

D. W. GRIFFITH COLLECTION
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MMA - Biograph coll.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CONTRACT

DAVID W. GRIFFITH

AND THE

BIOGRAPH COMPANY.

NOVEMBER, 1911.

THIS AGREEMENT, made and entered into this first day of November, 1911, by and between DAVID W. GRIFFITH, of the City of New York, State of New York, party of the first part, and the BIOGRAPH COMPANY, a corporation organized and existing under the laws of the State of New Jersey, party of the second part,

W I T N E S S E T H :

The party of the first part agrees to serve the party of the second part in its business of originating, manufacturing, leasing and selling motion picture films and motion picture reels for mutoscopes; the services to be rendered by the party of the first part to the party of the second part being more particularly described as follows:

(a) To aid the party of the second part in composing, selecting and modifying subjects, stories and plays, with the object of producing motion picture films and motion picture reels for mutoscopes, of such merit in the opinion of purchasers and lessors that the business and profits of the party of the second part will be increased thereby.

(b) To originate the stage setting and scenery and to determine upon and select the performers, costumes and auxiliaries, best adapted for the

correct and economical production of stories, plays and other performances, for motion picture films and for mutoscope reels.

(c) To select the sites, scenes, performers, costumes and auxiliaries, appropriate for the correct and economical production, in the open air, of stories, plays and other performances, for motion picture films and for mutoscope reels.

(d) To superintend and direct the "make up" of all performers participating in indoor and open air performances, to thoroughly rehearse all performances, and to enforce such discipline as will prevent waste of time of performers while they are employed by the party of the second part.

The party of the first part further agrees to faithfully and energetically endeavor to increase the business and profits of the party of the second part by thoroughly and economically executing all the business of the party of the second part that is intrusted to him.

The party of the first part further agrees to correctly account to the party of the second part for all expenditures made by him in connection with the business of the party of the second part, and the party of the first part also agrees not to make any

-3-

expenditures or to contract any indebtedness or obligation in connection with the business of the party of the second part except such as have been approved in advance by the party of the second part.

The party of the first part further agrees that the party of the second part shall at all times have the right to employ parties other than the party of the first part to render to the party of the second part services similar to those to be rendered hereunder by the party of the first part.

The party of the first part further agrees to be governed by such directions as the President of the party of the second part, or other person authorized by said President, from time to time gives to the party of the first part, relative to the services to be rendered hereunder by the party of the first part.

The party of the first part further agrees not to furnish information to other parties or to grant interviews to representatives of newspapers or other publications, relating to the business of the party of the second part.

In consideration for the services hereinbefore set forth to be rendered by the party of the first part to the party of the second part, the party of

the second part agrees to pay to the party of the first part a salary of seventy-five (75) dollars a week, payable weekly, upon the usual weekly pay-day or the party of the second part, and in further consideration, the party of the second part agrees to pay to the party of the first part, from the first day of November, 1911, until this agreement terminates, a commission of one and three-fourths (1¾) mills for each lineal foot of positive motion picture film that the party of the second part leases or sells from negatives for stories, plays and performances executed under the direction of the party of the first part, and that said commission shall be paid monthly.

The party of the second part further agrees that if the salary of seventy-five (75) dollars a week and the commission which it hereinbefore agrees to pay to the party of the first part, added together, amount to less than two hundred (200) dollars a week in any calendar month until this contract expires, then in each such month, the party of the second part will pay to the party of the first part, such additional commission as is necessary to make the compensation of the party of the first part two hundred (200) dollars a week.

The parties hereto agree that this contract shall remain in force and be binding upon the party of the first part and upon the party of the second part and its successors and assigns until the first day of September, 1912.

IN WITNESS WHEREOF, the party of the first part has executed this agreement and the party of the second part has caused this agreement to be executed by its President and attested under its corporate seal.

David W. Griffith

Witness to signature of David W. Griffith:

Ida G. Dodge

BIOGRAPH COMPANY,

Attest

W. H. Blackwood
Secretary

J. J. Kennedy
President.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

4

CONTRACT

DAVID W. GRIFFITH

AND THE

BIOGRAPH COMPANY.

NOVEMBER, 1911.

THE

CHEMICAL NATIONAL BANK

OF NEW YORK

IN ACCOUNT WITH

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

IMPORTANT.

It is now the settled law of this State that a depositor owes to the Bank the duty to verify returned vouchers for the purpose of detecting forgeries or alterations; and that in the absence of negligence on the part of the Bank, the latter is relieved from responsibility for raised checks paid after the account is balanced by such negligence of a depositor in the examination and comparison of returned vouchers as would have discovered alterations or forgeries and prevented subsequent fraud.

THIS BOOK SHOULD BE BALANCED AT LEAST ONCE EVERY TWO MONTHS.

Duplicate

Dr.

THE CHEMICAL NATIONAL BANK in account
OF NEW YORK

Dec 9-1911	Balance	634045
Jan 22/12	a	203959
Feb 26	a	183794
" 24	a	25
Apl 9	a	168167
May 1	a	183549
		1376014
June 12	a	385048
July 2	a	199482
		1960544
		1960544
JUL 2-1912	BALANCE	866028
Aug 14	a	201490
" 15	a	200
Sep 9	a	217993
Oct 15	K	227849

Cr.

with David W. Griffith

Cert out July 2	1250
Debits as per list herewith	969516
23 Vouchers returned herewith	
BALANCE	866028
	1960544

Please verify balance as stated, and examine all Vouchers promptly.

Reclamation for errors, and all objections to entries made or to Vouchers charged, should be made with due diligence.

Duplicate

Dr.

THE CHEMICAL NATIONAL BANK in account

OF NEW YORK

Cor 11 5 12	>	182067
		171544
		1715424
		1199603
Dec 4		226601
		1426204

Balance in new Book

with David McGriffert Cr.

Debits as per list herewith _____

18 Vouchers returned herewith 55821

BALANCE _____

Please verify balance as stated, and examine all Vouchers promptly.

Reclamation for errors, and all objections to entries made or to Vouchers charged, should be made with due diligence. 1199603

1154724

18340
400
50
16669 6
14764
500
26250
170963

Debits as per list herewith _____

6 Vouchers returned herewith 170963

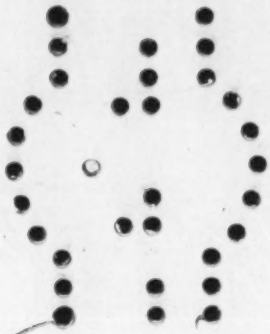
BALANCE _____ 1258241

Please verify balance as stated, and examine all Vouchers promptly.

Reclamation for errors, and all objections to entries made or to Vouchers charged, should be made with due diligence. 1428204

6 6 2 0 Pat Pudey
3184 Pg
Exhibits

~~Fmt~~ Yits
Dcn



U 3

Times
Yrs of
One

In Consideration *of the receipt, by the undersigned,*

of Ten ($10.00) *DOLLARS*

AARON C. BOWLES and ETHEL M. BOWLES, his wife,

of Los Angeles *County, State of* California, *do*

Grant to DAVID W. GRIFFITH, of New York City, New York,

~~*of* *County, State of*~~

that real property in the *County of Los Angeles,*

State of California, described as follows: Lots One (1), Two (2), Three (3) and Four (4) of Section Thirty-six (36) in Township Three (3) North of Range Fifteen (15) West of San Bernardino Meridian, containing one hundred forty-nine and forty-six hundredths (149.46) acres.

To Have and to Hold *unto the said grantee*, his *heirs and assigns,* forever.

Witness our *hands* *this* 31st *day of* May, *191* 2

Aaron C. Bowles

Ethel M. Bowles

State of California } ss.
County of Los Angeles,

On this 31st day of May 1912

before me C. HOWARD WADE

a Notary Public in and for said County, personally appeared Aaron C. Bowles

and Ethel M. Bowles, his wife,

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged that they executed the same.

Witness my hand and official seal

Howard Wade

Notary Public, Los Angeles County, California

Ranch

Grant Deed

Aaron C. Bowles et ux

TO

David W. Griffith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Date, May 31, 1912

Title Abstract and Trust Co.
INCORPORATED MARCH 20, 1899

N. W. CORNER FIRST AND BROADWAY

LOS ANGELES, CAL.

Ranch

119

Order No. 33648

Book Document

COMPARED
VICKREY
DRISCOLL

When recorded please mail this instrument to

Grantee
Hotel Astor
New York.
N. Y.

RECORDED AT REQUEST OF
Title Insurance & Tr. Co.
OCT. 8 1912
At 7 min. past 9 A.M.
in Book 5218 Page 123
of Deeds
Records Los Angeles Co., Cal.
C. L. LOGAN,
COUNTY RECORDER
By L. E. Young
DEPUTY

Fee $ 80/3

293

(4)

This Mortgage,

Made the THIRTY-FIRST day of MAY 1912

By I, DAVID W. GRIFFITH, of New York City, New York,

Mortgagor

To AARON C. BOWLES, of Los Angeles County, State of California

Mortgagee

Witnesseth: That the Mortgagor hereby mortgages to the Mortgagee all that certain real property situate in the County of Los Angeles, State of California, and particularly described as follows:

Lots One (1), Two (2), Three (3) and Four (4) of Section Thirty-six (36) in Township Three (3) North of Range Fifteen (15) West of San Bernardino Meridian, containing one hundred forty-nine and forty-six hundredths (149.46) acres.

including all buildings and improvements thereon or that may be erected thereon; together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes and ditches thereunto belonging

$ 3500.00 Los Angeles, California May 31st 1912

On or before One year after June 10th, 1912 ~~after date,~~

for value received, I, promise to pay

to ARRON C. BOWLES or order,

at Los Angeles, California

the sum of Three thousand Five hundred ($3500.00) Dollars,

with interest from June 10th, 1912 until paid, at the rate of Seven (7%)

per cent per annum, payable Semi-annually;

should the interest not be so paid, it shall become part of the principal, and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

DAVID W. GRIFFITH

15M—3-26-12

quent to the date of the record of this mortgage or for surveying said property, all of which said sums, including said attorney's fees, are hereby declared a lien upon said property and are secured hereby.

Third: The payment of all sums expended or advanced by the mortgagee.....for taxes, assessments, incumbrances, adverse claims, fire insurance, inspection, repair, cultivation, irrigation, protection or for any other purpose provided for by the terms of this mortgage.

The mortgagor.....agrees.....to pay, as soon as due, all taxes, assessments and incumbrances, which may be, or appear to be, liens upon said property or any part thereof, including taxes, if any are levied or assessed under the laws of the State of California, upon this mortgage or upon the debt secured hereby, and hereby waives.....all right to treat the payment of such taxes or assessments as a payment on the debt hereby secured or as being to any extent a discharge thereof; and the mortgagor.....agrees.....to keep said buildings insured against fire, to the amount required by and in such insurance companies as may be satisfactory to the mortgagee.....and to assign the policies therefor to the mortgagee.....; and promptly to pay and settle (or cause to be removed by suit or otherwise) all adverse claims against said property.

In case said taxes, assessments or incumbrances so agreed to be paid by the mortgagor.....be not so paid, or said buildings so insured and said policies so assigned, or said adverse claims so paid, settled or removed, then the mortgagee....., being hereby made the sole judge.....of the legality thereof, may without notice to the mortgagor..... pay such taxes, assessments or incumbrances, obtain such policies of insurance in his.....own name as mortgagee..... and pay or settle any or all such adverse claims or cause the same to be removed by suit or otherwise.

The mortgagor.....agrees.....to keep said property in good condition and repair and to permit no waste thereof, and should said property, or any part thereof, require any inspection, repair, cultivation, irrigation or protection, other than that provided by the mortgagor.....then the mortgagee....., being hereby made the sole judge.....of the necessity therefor, and without notice to the mortgagor.....may enter, or cause entry to be made, upon said property, and inspect, repair, cultivate, irrigate or protect said property as he.....may deem necessary. All sums expended by the mortgagee.....in doing any of the things above authorized are secured hereby and shall be paid to the mortgagee.....by the mortgagor.....in said gold coin, on demand, together with interest from the date of payment, at the same rate of interest as is provided to be paid in the note.....hereinbefore set out.

In the event of a loss under said policies of fire insurance, the amount collected thereon shall be credited first to the interest due, if any, upon said indebtedness, and the remainder, if any, upon the principal sum, and interest shall thereupon cease on the amount so credited on said principal sum.

The mortgagor.....promises.....to pay said notes.....according to the terms and conditions thereof; and in case of default in the payment of the same, or of any installment of interest thereon when due, or if default be made in the payment of any other of the moneys herein agreed to be paid, or in the performance of any of the covenants or agreements herein contained on the part of the mortgagor....., the whole sum of money then secured by this mortgage shall become immediately due and payable at the option of the holder of said notes....., and this mortgage may thereupon, or at any time during such default, be foreclosed, and the filing of the complaint in foreclosure shall be conclusive notice of the exercise of such option by the mortgagee.....

In the event this mortgage is foreclosed, the decree of foreclosure may provide that the property therein described may be ordered sold en masse—or as one lot or parcel, at the option of the plaintiff in such action.

The mortgagor.....agrees.....that the mortgagee.....may at any time, without notice, release portions of said mortgaged premises from the lien of this mortgage without affecting the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

including all buildings and improvements thereon or that may be erected thereon; together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes and ditches thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; for the purpose of securing

First: The performance of the promises and obligations of this mortgage and payment of the indebtedness evidenced by two promissory notes (and any renewal or renewals thereof) in words and figures as follows:

$ 4000.00 Los Angeles, California, May 31st 1912

On or before two year after June 10th, 1912 ~~after date,~~

for value received, I, promise to pay

to AARON C. BOWLES or order,

at Los Angeles, California

the sum of Four Thousand ($4000.00) Dollars,

with interest from June 10th, 1912 until paid, at the rate of Seven (7%)

per cent per annum, payable Semi-annually;

should the interest not be so paid, it shall become part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

DAVID W. GRIFFITH

Second: The payment of attorney's fees in a reasonable sum to be fixed by the Court in any action brought to foreclose this mortgage, whether suit progress to judgment or not; also the payment of all costs and expenses of such suit, and also such sums as said mortgagee may pay for searching the title to the mortgaged property subsequent to the date of the record of this mortgage or for surveying said property, all of which said sums, including said attorney's fees, are hereby declared a lien upon said property and are secured hereby.

Third: The payment of all sums expended or advanced by the mortgagee for taxes, assessments, incumbrances, adverse claims, fire insurance, inspection, repair, cultivation, irrigation, protection or for any other purpose provided for by the terms of this mortgage.

The mortgagor agrees to pay, as soon as due, all taxes, assessments and incumbrances, which may be, or appear to be, liens upon said property or any part thereof, including taxes, if any are levied or assessed under the laws of the State of California, upon this mortgage or upon the debt secured hereby, and hereby waives all right to treat the payment of such taxes or assessments as a payment on the debt hereby secured or as being to any extent a discharge thereof; and the mortgagor agrees to keep said buildings insured against fire, to the amount required by and in such insurance companies as may be satisfactory to the mortgagee and to assign the policies therefor to the mortgagee; and promptly to pay and settle (or cause to be removed by suit or otherwise) all adverse claims against said property.

In case said taxes, assessments or incumbrances so agreed to be paid by the mortgagor be not so paid, or said buildings so insured and said policies so assigned, or said adverse claims so paid, settled or removed, then the mortgagee, being hereby made the sole judge of the legality thereof, may without notice to the mortgagor pay such taxes, assessments or incumbrances, obtain such policies of insurance in his own name as mortgagee and pay or settle any or all such adverse claims or cause the same to be removed by suit or otherwise.

The mortgagor agrees to keep said property in good condition and repair and to permit no waste thereof, and should said property, or any part thereof, require any inspection, repair, cultivation, irrigation or protection, other than that provided by the mortgagor then the mortgagee, being hereby made the sole judge of the necessity therefor, and without notice to the mortgagor may enter, or cause entry to be made, upon said property, and inspect, repair, cultivate, irrigate or protect said property as he may deem necessary. All sums expended by the mortgagee in doing any of the things above authorized are secured hereby and shall be paid to the mortgagee by the mortgagor in said gold coin, on demand, together with interest from the date of payment, at the same rate of interest as is provided to be paid in the note hereinbefore set out.

In the event of a loss under said policies of fire insurance, the amount collected thereon shall be credited first to the interest due, if any, upon said indebtedness, and the remainder, if any, upon the principal sum, and interest shall thereupon cease on the amount so credited on said principal sum.

The mortgagor promises to pay said note according to the terms and conditions thereof; and in case of default in the payment of the same, or of any installment of interest thereon when due, or if default be made in the payment of any other of the moneys herein agreed to be paid, or in the performance of any of the covenants or agreements herein contained on the part of the mortgagor, the whole sum of money then secured by this mortgage shall become immediately due and payable at the option of the holder of said note, and this mortgage may thereupon, or at any time during such default, be foreclosed, and the filing of the complaint in foreclosure shall be conclusive notice of the exercise of such option by the mortgagee.

In the event this mortgage is foreclosed, the decree of foreclosure may provide that the property therein described may be ordered sold en masse—or as one lot or parcel, at the option of the plaintiff in such action.

The mortgagor agrees that the mortgagee may at any time, without notice, release portions of said mortgaged premises from the lien of this mortgage without affecting the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

This mortgage is given to secure a part of the purchase price of the hereinbefore described premises.

The mortgagor.....hereby mortgage.S...the property hereinbefore described, to secure the performance of every promise and agreement herein contained, direct or conditional, and to secure the repayment to the mortgagee.....of all sums paid, laid out or expended by the said mortgagee.....under the terms of this mortgage, and also to secure the attorney's fees and costs provided for by this mortgage in case of a foreclosure thereof.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of said parties, their heirs, executors, administrators or assigns.

Witness the hand.....and seal.....of said Mortgagor.....the day and year first above written.

Signed and Sealed in Presence of

Fred F. Weiss

F. Warren Wright

David W. Griffith [SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF ~~CALIFORNIA~~ New York, City & County of ~~Los Angeles.~~ New York } ss.

On this 10 day of June 191 2, before me, Fred Francis Weiss, Commissioner of Deeds City of New York, a ~~Notary Public~~ in and for said ~~County~~, personally appeared David W. Griffith

known to me to be the person.....whose name.....is.....subscribed to the foregoing instrument, and acknowledged to me that.....he.....executed the same.

WITNESS my hand and official seal the day and year in this Certificate first above written.

Fred Francis Weiss

~~NOTARY PUBLIC in and for the County of Los Angeles, State of California.~~

Commissioner of Deeds New York City

12—10M

This mortgage is given to secure a part of the purchase price of the hereinbefore described premises.

The mortgagor.....hereby mortgage.s...the property hereinbefore described, to secure the performance of every promise and agreement herein contained, direct or conditional, and to secure the repayment to the mortgagee.....of all sums paid, laid out or expended by the said mortgagee.....under the terms of this mortgage, and also to secure the attorney's fees and costs provided for by this mortgage in case of a foreclosure thereof.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of said parties, their heirs, executors, administrators or assigns.

Witness the hand.....and seal.....of said Mortgagor.....the day and year first above written.

Signed and Sealed in Presence of

Fred F. Weiss

F. Warren Wright

David W. Griffith [SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF ~~CALIFORNIA~~ New York, City & County of ~~Los Angeles.~~ New York } ss.

On this 10 day of June 1912, before me, Fred Francis Weiss Commissioner of Deeds City of New York a ~~Notary Public~~ in and for said ~~County~~, personally appeared David W. Griffith

STATE OF NEW YORK, COUNTY OF NEW YORK, } *ss.:*

No. **12120** Form 7.

I, **WILLIAM F. SCHNEIDER,** Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, that Fred Francis Weiss whose name is subscribed to the Certificate of Proof or Acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a COMMISSIONER OF DEEDS in and for The City of New York, dwelling in the said City, commissioned and sworn and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Commissioner, and verily believe that the signature to the said Certificate of Proof or Acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand, and affixed the Seal of the said Court and County, the 11 day of June 1912.

Wm F. Schneider *Clerk.*

Bond

Mortgage

INDIVIDUAL

Paid

DAVID W. GRIFFITH

TO

ARRON C. BOWLES

Dated MAY 31st 191 2

Title Insurance and Trust Company

TITLE INSURANCE BUILDING

Los Angeles, California

The Neuner Company, Los Angeles, Cal.

85

388

Order No. 339484

When recorded please mail this instrument to

ARRON C. BOWLES

SAN FERNANDO, CAL.

R.F.D.

COMPARED
Document
Book Index

RECORDED AT REQUEST OF
Title Insurance & Tr. Co.
OCT 8 1912
At 7 min. past 9 AM
in Book 3183, Page 250.
of Mortgages.
Records Los Angeles Co., Cal.
C. L. LOGAN,
COUNTY RECORDER
By L. E. Young
DEPUTY

2 30
2 79

294

60

21805

Hotel Astor, New York City

$ 3500.00 Los Angeles, California May 31st 1912

On or before One year after June 10th, 1912 ~~after date,~~

for value received, I, promise to pay

to ARRON C. BOWLES or order,

at Los Angeles, California

the sum of Three thousand Five hundred ($3500.00) Dollars,

with interest from June 10th, 1912 until paid, at the rate of Seven (7%)

per cent per annum, payable Semi-annually;

should the interest not be so paid, it shall become part of the principal, and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

Hotel Alexandria
City

Daniel Gilbert

15M—3-26-12

9.3324

DEC 11 1912 $ 1.77 50/100 Interest paid to 11/30 1912

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE CHEMICAL NATIONAL BANK

New York, JUN 12 1912

Received from David W. Griffith

Five thousand, four hundred Dollars

which at his request we credit to account of

The Bank of California, Los Angeles, Cal

~~For use of~~

as per Letter of Advice No. A 34291 forwarded this day

$5400.00

NEGOTIABLE

G. E. Lyford

E. H. Smith Cashier.

Polhemus Printing Company, Printers and Mf'g Stationers,
121 Fulton St., New York.

Know all Men by these Presents,

THAT I, JOSEPH KRAMER, of 213 West 43rd Street, Borough of Manhattan, City, County and State of New York, party

of the first part, for securing the payment of the indebtedness hereinafter mentioned, and in consideration of the sum of one dollar to me duly paid by D. W. GRIFFITH, of Hotel Astor, City, County and State of New York, party

of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain and sell unto the said party of the second part, One 1909 Packard Touring Car of about "30" Horse Power, Numbered 7601, together with equipment, thereof,

and all other goods and chattels mentioned in the schedule hereunto annexed, and now in the 238 West 40th Street, New Yprk City, N. Y.

To have and to hold, all and singular, the goods and chattels above bargained and sold, or intended so to be, unto the said party of the second part, his executors, administrators and assigns forever. **And** the said party of the first part, for himself, his heirs, executors and administrators, all and singular of the said goods and chattels above bargained and sold unto the said party of the second part, his heirs, executors, administrators and assigns, against the said party of the first part, and against all and every person or persons whomsoever, shall and will warrant and forever defend. **Upon condition,** that if the said party of the first part, shall and do well and truly pay unto the said party of the second part, his executors, administrators or assigns, the sum of One thousand two hundred and Fifty ($1,250.00) dollars, on or before eight (8) months from the date of this agreement of mortgage,

1912

then these presents shall be void. **And** the said party of the first part, for himself, his heirs, executors, administrators and assigns, do covenant and agree, to and with the said party of the second part, his executors, administrators and assigns, that in case default shall be made in the payment of the said sum above mentioned, then it shall and may be lawful for, and the said party of the first part, do hereby authorize and empower the said party of the second part, his executors, administrators or assigns, with the aid and assistance of any person or persons, to enter said dwelling house, store and other premises, and such other place or places as the said goods or chattels are or may be placed, and take and carry away the said goods or chattels, and to sell and dispose of the same for the best price they can obtain, and out of the money arising therefrom, to retain and pay the said sum above mentioned, and all charges touching the same, rendering the overplus (if any) unto said first party or to his heirs, executors, administrators or assigns.

And until default be made in the payment of the said sum of money said Kramer to remain and continue in the quiet and peaceable possession of the said goods and chattels, and the full and free enjoyment of the same.

In witness whereof, I the said party of the first part, hath hereunto set my hand and seal the Second day of July, one thousand nine hundred and twelve.

Sealed and delivered in the presence of

S. VanBoore

Joseph Kramer

SCHEDULE REFERRED TO IN THE FOREGOING MORTGAGE:

One, (1) 1909 Packard Touring Car of about "30" Horse Power, Numbered 5601, together with all the equipment thereto belonging, and at present in the premises known and designated as 238 Wesy 40th Street, New York City, N.?Y.

State of NEW YORK
Borough OF Manhattan,
COUNTY OF New York, } ss:

On the Sixth, day of July, in the year one thousand nine hundred and twelve, before me personally came

---------- J O S E P H K R A M E R, ----------

to me known, and known to me to be the individual described in, and who executed the foregoing instrument and he --------- acknowledged that he executed the same.

Sterling Van Horne

NOTARY PUBLIC No 12
NEW YORK COUNTY
REGISTERED No. 3007.

the mortgagee within named, do certify and state that there remains due and unpaid on the mortgage, of which the foregoing is a true copy,

and this copy and statement are filed to continue the notice required by the Statute made and provided for the renewal of chattel mortgages.

Dated this _____ day of _____ 19

No......

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mortgage

On Goods and Chattels.

Dated.....*19*.....

Filed.....*19*.....

This Mortgage, or a true copy thereof, must be filed

If in the City of New York, in the Office of the Register.
If in any other City or County Town, in the Clerk's Office therein.
If in any other Town in this State, in the Town Clerk's Office.
Invalid if not renewed within 30 days next preceding expiration of each and every term of one year after filing thereof.

BIOGRAPH COMPANY

September 12, 1912.

MR. WETJEN:

The Copyright Office at Washington, will return to you the bromide prints for the subjects,

"A CHANGE OF SPIRIT" "THR DUMB LUCK
"MR.GROUCH AT THE SEASHORE" "A PUEBLO LEGEND"
"IN THE NORTH WOODS"

Please have another bromide print of each of the above subjects made up, and after these are made up send two (2) bromide prints of each of the above subjects to Washington.
The registry fee for each subject is $1.00 now instead of 50 cents as heretofore. It is also necessary to send two (2) bromide prints of each subject instead of one (1).

Do not use the registration blanks you have as we are going to use a new form and have written to Washington for a supply.

B.-G.

1- 3995 North Woods rec'd 9/16/12 to office 10/1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CABLE ADDRESS "TITLE TRUST"

Title Insurance and Trust Company

INCORPORATED DECEMBER 20TH 1893.

CAPITAL AND SURPLUS $1,250,000.

TITLE INSURANCE BUILDING

DIRECTORS:
WM. H. ALLEN, JR. PRESIDENT. M. S. HELLMAN, VICE PRESIDENT.
O. P. CLARK, SEC'Y & TREAS. O. F. BRANT, MANAGER.
W. M. CASWELL. DR. C. B. JONES.
WM. R. STAATS. WM. H. BURNHAM.
H. W. O'MELVENY. H. M. ROBINSON.
I. N. VAN NUYS.

LAW DEPARTMENT.
L. C. GATES. W. S. ALLEN.
H. W. O'MELVENY. J. H. PHILLIPS.
D. O. ANDERSON.

LOS ANGELES, CAL.

Ld 7/846 **Guarantee** 339484

Made at the request of David W. Griffith and Aaron C. Bowles

After a careful examination of the Official Records of the .....County of Los Angeles, State of California, except those hereinafter mentioned, and of the records of the Federal Offices located at Los Angeles, in relation to the record title to that certain tract of land hereinafter described, the

Title Insurance and Trust Company

hereby **Guarantees** that said title, as appears from said records, is vested in

DAVID W. GRIFFITH.

FREE FROM ALL INCUMBRANCES.

EXCEPT 1st. Taxes of the fiscal year 1912-1913 not examined.

2nd. A mortgage executed by David W. Griffith to secure two notes, one for Thirty-five Hundred Dollars ($3500.00) and one for Four Thousand Dollars ($4000.00), dated May 31st 1912, payable on or before one and two years after June 10th 1912, respectively, with interest from June 10th 1912 at seven per cent per annum, payable semi-annually, in favor of Aaron C. Bowles, filed for record October 8th 1912.

DESCRIPTION.

Lots One (1), Two (2), Three (3) and Four (4), of Section Thirty-six (36), Township Three (3) North, Range Fifteen (15) West, S. B. M., in the County of Los Angeles, State of California.

This Guarantee does not include an examination of, or a report on:

1. Exceptions and rights reserved in United States Patents, or in the certification of indemnity land selections, existing roads, water locations, mining claims, or matters relating thereto.

2. Records of or relating to Boulevard, Drainage, Fire Protection, Irrigation, Levee, Library, Lighting, Overflow, Protection, Reclamation, Road, Road Improvement, Sanitary, Storm Water or Union High School Library Districts, Highway Construction or Permanent Road Divisions, if the property described herein lies within the boundaries of any such district or division.

3. Municipal taxes and assessments and the effect and operation of municipal laws, ordinances and regulations, proceedings for street, street lighting, sewer, shade tree, sidewalk, park and playground improvements, and for opening, widening and other changes in streets or alleys, if the property described herein lies within the boundaries of any incorporated city except the City of Los Angeles.

4. Proceedings and assessments by the County of Los Angeles or any city therein, except the City of Los Angeles, for the improvement of, or sewers in, any street, avenue, lane, alley, court or place forming the exterior boundary of a city.

5. Proceedings by the City of Los Angeles for street, street lighting, sewer, shade tree, sidewalk, park and playground improvements, and for opening, widening and other changes in streets or alleys in said city, or forming an exterior boundary thereof, unless the amount of assessment therefor has become fixed and shown as a lien prior to the date hereof, by the recording of the warrant in the public office designated by law.

6. Instruments, trusts, defects, liens, easements, incumbrances, and rights or claims of parties in possession of all or any portion of said property, not shown by any 'official record' of the City of Los Angeles, or of the County of Los Angeles, or by the records of the Federal Offices located at Los Angeles.

7. The validity or legality of tax sales, public assessments, attachments, leases, easements, declarations of homestead and money judgments if any are mentioned in this Guarantee.

IN TESTIMONY WHEREOF, the Title Insurance and Trust Company has caused these presents to be duly signed by its President, attested by its Assistant Secretary, under its corporate seal, and countersigned by its Manager, this Eighth day of October 1912 at 9 A.M.

TITLE INSURANCE AND TRUST COMPANY.

688432

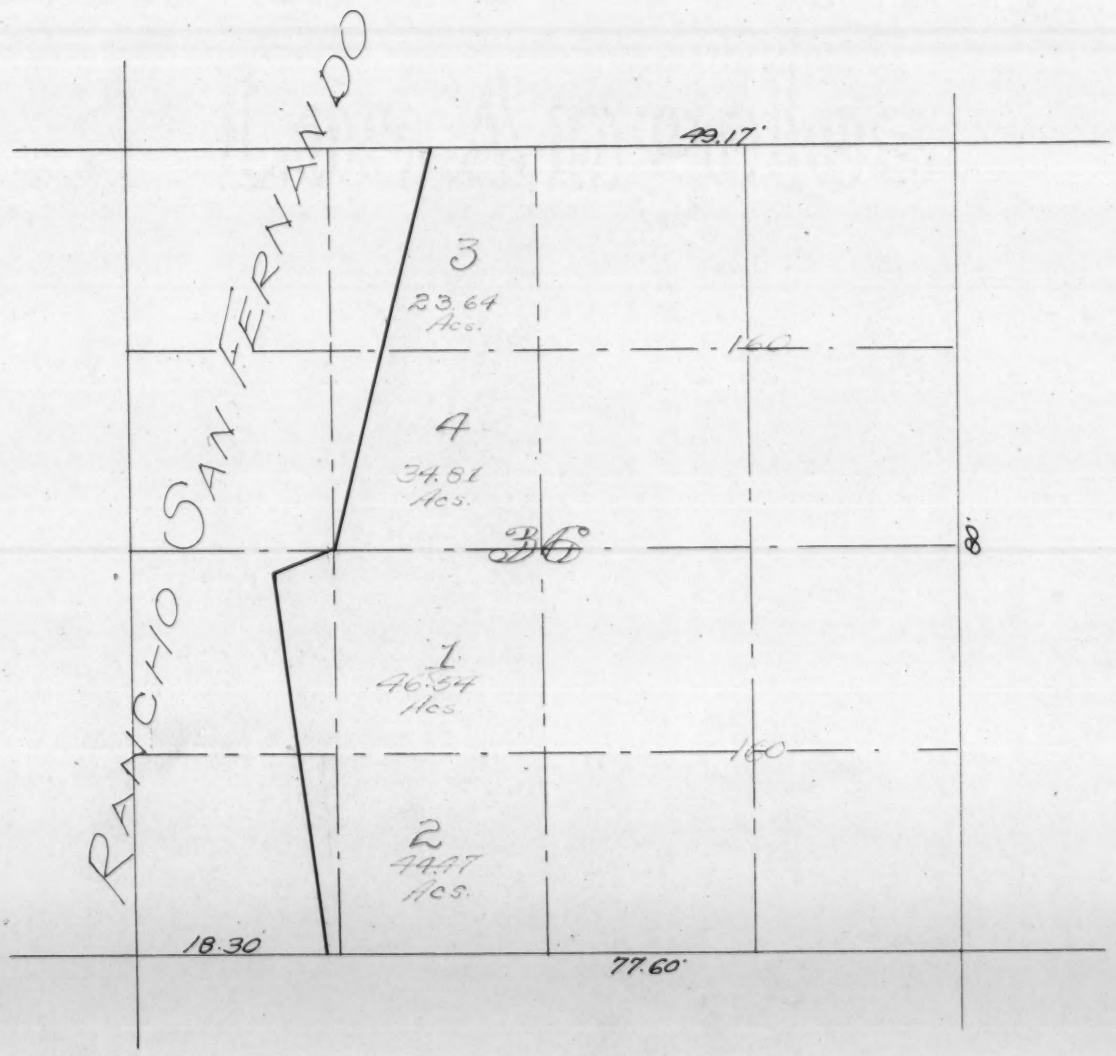
Countersigned
339484
-2-

By William H. Allen Jr.
President.

O. T. Brant
Manager.

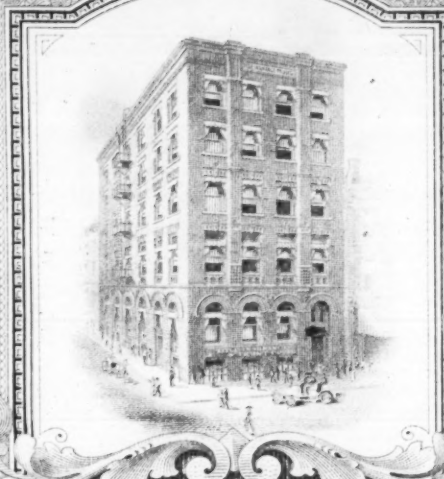
Attest M. B. Brown
Assistant Secretary.

Plat
Showing Lots 1-2-3-4
Section 36 T.3N. R15W
Los Angeles Co. Cal.



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TITLE INSURANCE AND TRUST COMPANY



CAPITAL AND SURPLUS

$1,250,000.

FRANKLIN AND NEW HIGH STREETS

LOS ANGELES

CALIFORNIA.

WESTERN BANK NOTE CO. CHICAGO

New York, _____ 191__ No. _____

The Chemical National Bank
OF NEW YORK.

Pay to the order of A B Bowles $262.56

Two Hundred & sixty two dollars & 56 cts Dollars

Saml N. Griffeth

A.C. Bowles pub'd

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THIS DEED OF CONVEYANCE made and entered into this 22nd.day of January, 1913, by and between Sue E.Smith and C.W.Smith her husband, parties of the first part, and David W.Griffith, party of the second part,

WITNESSETH:- that for and in consideration of ONE DOLLAR cash in hand, and other good and valuable considerations received by first parties from second party, the receipt of all of which is hereby acknowledged, the parties of the first part have bargained, sold and conveyed and do by these presents sell, grant and convey unto the said second party, David W.Griffith, his heirs and assigns forever, a certain lot of land, and all their right, title and interest in same, lying and being in the City of La Grange, Oldham County, Kentucky and bounded and described as follows:

> "Beginning at a stake 8 feet Southeast of stone set in South line of the County Road; thence S 73 1/2 W 200 feet to stake 8 feet Southeast of stone in said South line of said County Road corner to said Taylor; thence S 16 1/4 W 100 feet to stake corner to same; thence N 73 1/2 E 200 feet to stake corner to same; thence N 16 1/4 W 100 feet to the beginning, containing about 20000 square feet."
> And being the same land conveyed to first party Mrs.C.W.Smith (Sue E.Smith) by Mary E.Taylor and others by deed dated October 29th.,1904 and recorded in Deed Book No.34 at Page 331 of the Oldham County Court Clerk's office.

TO HAVE AND TO HOLD the above described lot of land, together with all and singular the appurtenances thereunto belonging, unto the said second party, David W.Griffith, his heirs and assigns forever, with Covenant of GENERAL WARRANTY.

Witness the hands of first parties the date first above written.

Sue E. Smith

C.W. Smith

I, W. D. Pinkston, Clerk of the Oldham County Court in the State of Kentucky, do certify that the foregoing Deed was produced to me in my office February 17th, 1913 and acknowledged by Sue E. Smith and C. W. Smith her husband parties thereto to be their act and deed filed for record April 14th-1913 and ordered to be recorded that I have recorded it and this certificate in my office.

WITNESS my hand this the 14th, day of April- 1913

W. D. Pinkston Clerk.

1/22/1913 (1), (2), (3)

Sagapongo property

-cb

(1)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

70

Sue E. Smith et.

to } Deed.

David W. Griffith.

1913 February 17
Acknowledged by
Sue E Smith and
C W Smith her
husband
attest W D Pinkerton
Clerk

1913 April 17
Filed for record
attest W D Pinkerton Clerk

[redacted]

Recorded in Deed
Book No 39 Page 17
Ex Taxes Paid

116

Abstract 7

Title to town lot in Lorraine, Kentucky, owned by Sue E. Smith.

Made January 22, 1913.

W. W. G. Personal

J. Hocanscenk Atty.

ABSTRACT

of

TITLE

to lot of land owned by

Mrs.Sue E.Smith,

in LaGrange, Kentucky.

Made January 22,1913.

###

"Beginning at a stake 8 feet Southeast of stone set in South Line of the County Road; thence S 73 1/2 W 200 feet to stake 8 feet Southeast of stone in said South line of said County Road, corner to Taylor; thence S 16 1/4 W 100 feet to stake corner to same; thence N 73 1/2 E 200 feet to stake corner to same; thence N 16 1/4 W 100 feet to the beginning containing 20000 square feet. "

###

Smith to(Mortgage. Peoples Bank

1912 April 21. C.W.Smith and Sue Smith his wife to Peoples Bank, La Grange, Ky. Deed of Mortgage. General Warranty. Consideration $1800.00, for which first parties execute note to second party of even date, due one year after date and bearing interest at the rate of 6% per annum from date until paid, the interest to be due and payable semi-annually and if not so paid to bear interest in like manner as principal until paid. Conveys land described in the caption. First parties to keep the buildings insured for $1000 loss if any payable to second party. Fully acknowledged and recorded June 17,1912 in Mortgage Book No.6 at Page 585 in the Oldham County Court Clerk's office.
NOTE: NOT RELEASED.

Taylor &c. to(DEED. Smith.

1904. October 29. Mary E.Taylor (individually) and as Executrix of R.T.Taylor Decd., of the first part, Mrs. C.W.Smith (Sue E.Smith) of the second part, and A.R.Taylor, P.D.Taylor and R.M.Taylor, sons of R.T.Taylor,Decd., of the third part. Deed of Conveyance. G.W. Consideration $400.00: $200.00 cash and note of C.W.Smith to Mary E.Taylor for $200.00 due in 6 months after date, bearing 6% interest after maturity. Lien retained to secure payment of said note. Conveys land described in the caption.Fully acknowledged and recorded April 29,1905 in Deed Book No.34 at Page 331 in the Oldham County Court Clerk's office.
NOTE: Lien released by Mary E.Taylor, August 7,1905, before W.R.Palin Clerk Oldham County Court on Margin of the said Deed Book.

Will of R.T.Taylor.

1891 November 23. Will of R.T.Taylor. Wills all property (real and personal) to his wife Mary E.Taylor during her natural life time with power to sell and convey any portion of same provided she consults and advises with any three of my sons, and should she sell any portion of same, by their consent, the same is to be reinvested by and with the advice of my sons heretofore mentioned, but if it becomes necessary to use any of the proceeds of the sales for the support of the family, such may be done by the consent of my sons heretofore mentioned. Probated by the Oldham County Court at December 21, Term, 1891 and recorded in Will Book No.7 at Page 394 in the Oldham County Court Clerk's office.

Taylor to(DEED Taylor

1891 September 30. Mary T.Taylor to R.T.Taylor. Deed of Conveyance. G.W. Consideration $1.00 cash and love and affection. Conveys 50 acres of land of which the land described in the caption is a part. Fully acknowledged and recorded October 3,1891 in Deed Book No.27 at Page 288 in the Oldham County Court Clerk's office.

Mallory &c. to(DEED Taylor

1890 June 24. Bettie W.Mallory, John W.Berry and Jennie H. Berry his wife to Mary T.Taylor. Deed of Conveyance. G.W. Consideration $5600.00: $2000 cash to Bettie W.Mallory, $2000 to be paid her on or before Feb.1,1891 and $1600 to be paid her on or before August 1,1891, with 6% interest; lien retained to secure the payment of the two notes for the above amounts; Conveys the 50 acres above mentioned; John W.Berry and wife join in this conveyance for the purpose of completing division of land by agreement between them and Bettie W.Mallory. Fully acknowledged and recorded July 1,1890 in Deed Book Z at Page 464 in the Oldham County Court Clerk's office.
NOTE: Liens released on margin of deed by Bettie W.Mallory before J.R.Adams C.O.C.O. on October 28,1890.

Will of E.C.Willett.

1884 August 29. Will of Elizabeth C.Willett. Wills to Bettie W.Mallory house in which she resides, outbuildings, and other improvements, garden, orchard &c. and 50 acres of land to be laid off in convenient form and so as to injure as little as possible the balance of the tract-- that is the whole tract is to contain when laid off 50 ACRES. The balance of the tract of land willed to John W.Berry as Trustee for the use and belefit of his wife during her life and after her death to the children of J.W.Berry. Said J.W. Berry vested with full power as Trustee to use, occupy or sell and convey said land &c. Probated at the Regular July 16, Term, 1888, of the Oldham County Court and recorded in Will Book No.7 at Page 243 in the Oldham County Court Clerk's office.

####

La Grange, Kentucky:

I hereby certify that I have carefully examined the title to the tract of land (a town lot) situated in LaGrange, Kentucky, and owned by Mrs.Sue E.Smith, wife of C.W.Smith, and I find the same free from all defects and encumbrances except the mortgage on same to PEOPLES BANK for $1800.00 as set out in this abstract. Mrs.E.C.Willett, the last mentioned owner of the property in the abstract, owned the said property for many, many years before she died and left it unencumbered. I consider the title to the said lot perfectly clear and good.

This January 22nd.,1913. Taxes 1912 Paid.

J. Barcus Courts
Attorney.

Tolhouse. Ky. Jan. 22, 1913.

Received of A. W. Griffith Ten Dollars in full for examining title to Sue E. Smith property in Tolhouse. Ky.

J. Hawnsleink Atty.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

6/14
14 3 6 9 7 4 2

Note & Int
Paid

New York, JUN 10 1912 191 No.

The Chemical National Bank

HOME SAVINGS BANK

Pay to the order of $3422.56

Three Thousand six hundred & 22 dollars & 56 ct Dollars

David W Griffith

Not Recd
in Bank

New York, JUN 10 1912 191 No.

The Chemical National Bank

HOME SAVINGS BANK

Pay to the order of $281.-

Two Hundred & Eighty 1 Dollars

David W Griffith

Amount guaranteed to be thirty six hundred twenty two 60/100 dollars

J. Brian

MAIL
Received Payment through the New York Clearing House
JUN 14 1913
METROPOLITAN BANK, N. Y.
ENDORSEMENT GUARANTEED
W. O. COBBY, Cashier

PAID BY THE CHEMICAL NAT'L BANK
JUN 16 1913

PAY TO THE ORDER OF
METROPOLITAN BANK
NEW YORK CITY
JUN 10 1913
ALL PRIOR ENDORSEMENTS GUARANTEED
HOME SAVINGS BANK
16-60 Los Angeles, Cal. 16-60
F. L. THOMPSON, Cashier

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MAIL
Received Payment through the New York Clearing House
JUN 14 1913
METROPOLITAN BANK, N. Y.
ENDORSEMENT GUARANTEED
W. O. COBBY, Cashier

PAY TO THE ORDER OF
METROPOLITAN BANK
NEW YORK CITY
JUN 10 1913
ALL PRIOR ENDORSEMENTS GUARANTEED
HOME SAVINGS BANK
16-60 Los Angeles, Cal. 16-60
F. L. THOMPSON, Cashier

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

No. 478

San Pedro, Cal. June 13th 1913

Received of Earl Stemler Address 114 E 7th St No 9

$ Two Hundred ——— dollars being part payment on Lot 13.14.15

Subdivision of Block 1 of the Carolina Tract, San Pedro Cal., Price 9000.00

$4300.00 upon delivery of Deed & Certificate of Balance to be paid as follows, viz.

Title showing property free & clear of incumbrance except a 1st mortgage of $3000.00 due Oct 23rd 1914 which Buyer assumes and give a 2nd mortgage for 1500.00 on or before 2 years from date at 7% ann.

~~with interest at the rate of ——— per annum on the deferred payments, interest payable~~

John A. Anderson,

By John A. Anderson

State of California,

County of Los Angeles. } SS.

On this 14th day of June in the year one thousand nine hundred and thirteen D.

before me, John A. Anderson a Notary Public in and for said County of Los Angeles,

State of California, residing therein duly commissioned and sworn, personally appeared

J. C. Willmore

personally known to me to be the

person described in and whose name is subscribed to the within instrument, as

the attorney in fact of Maude C. Willmore and acknowledged

to me that he subscribed the name of Maude C. Willmore

thereto as principal and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.

[ATTORNEY IN FACT]

John A. Anderson.

Notary Public in and for Los Angeles County, State of California.

Los Angeles Rubber Stamp Co., 224 West First St.

6/14/13 (1), (2), (3)

This Indenture, *Made the* Fourteenth *day of* June *in the year of our Lord, One Thousand, Nine Hundred and* Thirteen

Between J. C. Willmon and Maude C. Willmon, his wife, both of the City and County of Los Angeles, State of California,

the part ies *of the first part, and* David W. Griffith of the City and County of New York, State of New York.

the part y *of the second part,*

Witnesseth, *That the said part* ies *of the first part, for and in consideration of the sum of* ----------Ten---------- *Dollars, Gold Coin of the United States of America, to* them *in hand paid by the said part* y *of the second part, the receipt whereof is hereby acknowledged, do* - *by these presents, grant, bargain and sell, convey and confirm, unto the said part* y *of the second part, and to* his *heirs and assigns forever, all th* e *certain lot* s*, piece* s*, or parcel* s *of land, situate, lying and being in the* City of and----------

County of Los Angeles, State of California, and bounded and particularly described as follows, to-wit:

Lots Thirteen (13), Fourteen (14) and Fifteen (15) of the Pacific Avenue Tract of San Pedro, in the City of and County of Los Angeles, State of California; as per map recorded in Book 2, Page 19 of Maps, in the office of the County Recorder of said County. Subject to a mortgage of Three Thousand Dollars and taxes for the current fiscal year, which buyer assumes.

Together *with all and singular the tenements, hereditaments, and appurtenances, thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.*

To Have and to Hold *all and singular the said premises, together with the appurtenances to the said party of the second part, and to* his *heirs and assigns forever.*

And the said part - *of the second part hereby agree* - *that if a dwelling shall be erected on any hereintofore described, such dwelling shall not cost less than $*----------

In Witness Whereof *the said party of the first part* have *hereunto set* their *hand* s *and seal* s *the day and year first above written.*

Signed, Sealed and Delivered in the Presence of

J. C. Willmon [SEAL]
Maude C Willmon [SEAL]
per J. C. Willmon
Her attorney in fact.

#369378

Glee
114 E 7th St
Sy

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Lots 13-14-15
Pacific ave
San Pedro

OFFICIAL FORM

BARGAIN AND SALE DEED

LOS ANGELES COUNTY

J. C. Willmon and
Maude C. Willmon.
TO
David W. Griffith.

Dated June 14th, 1913.

Lots 13-14-15. *Block* ----

Pacific Avenue. *Tract*

RECORDED AT REQUEST OF
Title Insurance & Tr. Co.
JUL 8 1913

At 9 A. M.
in Book 5561 *Page* 6
of Deeds
Records Los Angeles Co., Cal.
C. L. LOGAN
COUNTY RECORDER
By G. M. Slaughter
DEPUTY
Fee $ 7.20

PECK & ANDERSON
REAL ESTATE AND INSURANCE
SAN PEDRO, CALIFORNIA

(#2) 185
OUT WEST CO. PRINT, LOS ANGELES

$9,000. for property

COMPARED
Department LEVY
Book POWER

STATE OF CALIFORNIA, } ss.
COUNTY OF LOS ANGELES,

On this 14th *day of* June *in the year One Thousand, Nine Hundred and* Thirteen *before me* John C. Anderson *a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared* J. C. Willmon

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

John C. Anderson
Notary Public in and for said Los Angeles County.

This Mortgage,

Made the Twenty third day of October, 1912.

By J. C. Willmon and Maude C. Willmon, his wife, of the City and County of Los Angeles, State of California

Mortgagors

To John R. Vogel, of the same place,

Mortgagee

Witnesseth: That the Mortgagors hereby mortgage to the Mortgagee all that certain real property situate in the City of San Pedro, County of Los Angeles, State of California, and particularly described as follows:

Lots Thirteen (13), Fourteen (14) and Fifteen (15) of the Pacific Avenue Tract, as per map recorded in Book 2, page 19, of Maps, in the office of the County Recorder of said County.

including all buildings and improvements thereon or that may be erected thereon; together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes and ditches thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; for the purpose of securing

First: The performance of the promises and obligations of this mortgage and payment of the indebtedness evidenced by one promissory note (and any renewal or renewals thereof) in words and figures as follows:

$ 3000.00 Los Angeles, California, October 23, 1912.

Two years after date,

for value received, we, or either of us, promise to pay

to John R. Vogel or order,

at Central National Bank, Los Angeles, California

the sum of Three Thousand Dollars,

with interest from date until paid, at the rate of seven

per cent per annum, payable quarterly;

should the interest not be so paid, it shall become part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

(Signed) J. C. Willmon
Maude C Willmon

Second: The payment of attorney's fees in a reasonable sum to be fixed by the Court in any action brought to foreclose this mortgage, whether suit progress to judgment or not; also the payment of all costs and expenses of such suit, and also such sums as said mortgagee may pay for searching the title to the mortgaged property subsequent to the date of the record of this mortgage or for surveying said property, all of which said sums, including said attorney's fees, are hereby declared a lien upon said property and are secured hereby.

Third: The payment of all sums expended or advanced by the mortgagee for taxes, assessments, incumbrances, adverse claims, fire insurance, inspection, repair, cultivation, irrigation, protection or for any other purpose provided for by the terms of this mortgage.

The mortgagor S agree to pay, as soon as due, all taxes, assessments and incumbrances, which may be, or appear to be, liens upon said property or any part thereof, including taxes, if any are levied or assessed under the laws of the State of California, upon this mortgage or upon the debt secured hereby, and hereby waive all right to treat the payment of such taxes or assessments as a payment on the debt hereby secured or as being to any extent a discharge thereof; and the mortgagor S agree to keep said buildings insured against fire, to the amount required by and in such insurance companies as may be satisfactory to the mortgagee and to assign the policies therefor to the mortgagee; and promptly to pay and settle (or cause to be removed by suit or otherwise) all adverse claims against said property.

In case said taxes, assessments or incumbrances so agreed to be paid by the mortgagor S be not so paid, or said buildings so insured and said policies so assigned, or said adverse claims so paid, settled or removed, then the mortgagee, being hereby made the sole judge of the legality thereof, may without notice to the mortgagor S pay such taxes, assessments or incumbrances, obtain such policies of insurance in his own name as mortgagee and pay or settle any or all such adverse claims or cause the same to be removed by suit or otherwise.

The mortgagor S agree to keep said property in good condition and repair and to permit no waste thereof, and should said property, or any part thereof, require any inspection, repair, cultivation, irrigation or protection, other than that provided by the mortgagor S then the mortgagee, being hereby made the sole judge of the necessity therefor, and without notice to the mortgagor S may enter, or cause entry to be made, upon said property, and inspect, repair, cultivate, irrigate or protect said property as he may deem necessary. All sums expended by the mortgagee in doing any of the things above authorized are secured hereby and shall be paid to the mortgagee by the mortgagor S in said gold coin, on demand, together with interest from the date of payment, at the same rate of interest as is provided to be paid in the note hereinbefore set out.

In the event of a loss under said policies of fire insurance, the amount collected thereon shall be credited first to the interest due, if any, upon said indebtedness, and the remainder, if any, upon the principal sum, and interest shall thereupon cease on the amount so credited on said principal sum.

The mortgagor S promise to pay said note according to the terms and conditions thereof; and in case of default in the payment of the same, or of any installment of interest thereon when due, or if default be made in the payment of any other of the moneys herein agreed to be paid, or in the performance of any of the covenants or agreements herein contained on the part of the mortgagor S, the whole sum of money then secured by this mortgage shall become immediately due and payable at the option of the holder of said note, and this mortgage may thereupon, or at any time during such default, be foreclosed, and the filing of the complaint in foreclosure shall be conclusive notice of the exercise of such option by the mortgagee.

In the event this mortgage is foreclosed, the decree of foreclosure may provide that the property therein described may be ordered sold en masse—or as one lot or parcel, at the option of the plaintiff in such action.

The mortgagor S agree that the mortgagee may at any time, without notice, release portions of said mortgaged premises from the lien of this mortgage without affecting the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

The mortgagor S hereby mortgage the property hereinbefore described, to secure the performance of every promise and agreement herein contained, direct or conditional, and to secure the repayment to the mortgagee of all sums paid, laid out or expended by the said mortgagee under the terms of this mortgage, and also to secure the attorney's fees and costs provided for by this mortgage in case of a foreclosure thereof.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of said parties, their heirs, executors, administrators or assigns.

Witness the hand S and seal S of said Mortgagor S the day and year first above written.

Signed and Sealed in Presence of

J. C. Willmon [SEAL]

Maude C. Willmon [SEAL]

[SEAL]

[SEAL]

STATE OF CALIFORNIA, }
County of Los Angeles. } ss.

On this Twenty fourth day of October, 1912, before me, Lee A. McConnell, a Notary Public in and for said County, personally appeared J. C. Willmon and Maude C. Willmon, his wife,

known to me to be the person s whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal the day and year in this Certificate first above written.

Lee A. McConnell

NOTARY PUBLIC in and for the County of Los Angeles, State of California.

Form A-1—4-9-12—10M

28

Mortgage

INDIVIDUAL

J. G. Willmon
& Maude Willmon

TO

John R. Vogel.

Dated October 23 1912

Title Insurance and Trust Company

TITLE INSURANCE BUILDING

Los Angeles, California

The Neuner Company, Los Angeles, Cal.

344

Order No. 230245

When recorded please mail this instrument to

McCONNELL & IRVINE
REAL ESTATE AND LOANS
311-12 DOUGLAS BUILDING
257 SO. SPRING ST.
LOS ANGELES, - - CAL.

COMPARED

Document 61886 BUNNELL

RECORDED AT REQUEST OF
Title Guarantee & Tr. Co.
OCT 31 1912
At 9 A. M.
in Book 3223 Page 85
of Mortgages
Records Los Angeles Co., Cal.
C. L. LOGAN,
COUNTY RECORDER
By L. E. Young
DEPUTY

210
76
57
87

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

50

Sec. Tr. & Sav. Bk.
No. 17847
Los Angeles, Cal.

McCONNELL & IRVINE
REAL ESTATE AND LOANS
311-12 DOUGLAS BUILDING
257 SO. SPRING ST.
LOS ANGELES, CAL.

$ 3000.00 Los Angeles, California October 23, 1912.

Two years after date,

for value received, we, or either of us, promise to pay

to John R. Vogel or order,

at Central National Bank, Los Angeles, California

the sum of Three Thousand Dollars,

with interest from date until paid, at the rate of seven

per cent per annum, payable quarterly;

should the interest not be so paid, it shall become part of the principal, and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

J. C. Willmon
Maude E. Willmon

Notary David M. Griffith at San Pedro

4500 Melbourne Ave
Lr

15M 7-11-10

David W. Griffith
To Carl Stanley 217 E. Stanley St.

Paid interest to January 23. 1913 on a/c $52 50
Paid interest to april 23 1913 on a/c $52 50
Paid interest to July 23 1913 on a/c $52 50

PAID JAN 15 1914 ACCT. INTEREST $ 105 00
PAID APR 4 - '14 ACCT. INTEREST $ 52 50
PAID Aug 29 '14 ACCT. INTEREST $ 52 50
PAID Nov 10 '14 ACCT. INTEREST $ 52 50
PAID FEB 5 - '15 ACCT. INTEREST $ 52 50
PAID APR 26 '15 ACCT. INTEREST $ 52 50

PAID Jul 27 '15 ACCT. INTEREST $ 52 50
PAID OCT 11 '15 ACCT. INTEREST $ HH 9 2
PAID ACCT. INTEREST $
PAID ACCT. INTEREST $
PAID ACCT. INTEREST $
PAID ACCT. INTEREST $

OCT 11 '15 Paid on Principal $ 3000

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Without Recourse
Alexander Young
EXECUTOR
SECURITY TRUST & SAVINGS BANK
Trust Officer
ADMINISTRATOR WITH THE WILL ANNEXED
ESTATE OF JOHN R. VOGEL, DECEASED

In case of error please return this bill

Swanfeldt Tent & Awning Co.

3) Tents and Camping Outfits

Phones: Main 1160
Home A-1160

220 South Main Street
Los Angeles, Cal.

Name Carl Stomlone

Address

CHARLES R. HADLEY CO., MANUFACTURERS, LOS ANGELES

Sold by	Dept.	Date	Amt. Recd. $
5	2	9/1	Check

Quantity	ARTICLES	Dolls.	Cents
1	12X16 Foot wall 10 oz tent	16	85
	Paid 9/1		
	24576		

№ 24

Order No.

104378

New York June 16th 1913 No.

The Chemical National Bank

Pay to the order of Title Insurance & Trust Co $4300.00

Four Thousand Three Hundred Dollars

on Lots 13 14 & 15
B=1 Lightning Tract
San Pedro City

David W Griffith

No. 81835

ESCROW RECEIPT

TITLE INSURANCE AND TRUST COMPANY

TITLE INSURANCE BUILDING

PHONES: SUNSET MAIN 8212, HOME 10012

APPROVED Wallace

THIS RECEIPT NOT VALID UNLESS SIGNED BY J. H. JOHNSON, CHAS. H. BRIDGES, J. A. CROCKER OR W. W. POWELL

LOS ANGELES, CAL. 6/17 1913

RECEIVED FROM David W Griffith.

Check - Forty three hundred 00 ($4300.00) Dollars

IN ESCROW IN

ACCORDANCE WITH WRITTEN INSTRUCTIONS IN CONNECTION WITH ESCROW No. 104378

TITLE INSURANCE AND TRUST COMPANY

BY J A Crocker

Form No. 14—4-1-13

This Mortgage,

Made the 23rd day of June 1913

By Earl Sternlof of Los Angeles, Cal.

Mortgagor

To Charles M. Stimson of Los Angeles Cal.

Mortgagee

Witnesseth: That the Mortgagor hereby mortgage to the Mortgagee all that certain real property situate in ~~the~~ San Pedro now City of Los Angeles County of Los Angeles, State of California, and particularly described as follows:

Lot 10 of the Alma Tract in the city of and County of Los Angeles, State of California as per map recorded in book 14 page 12 of maps in the office of the County Recorder of said County

D. W. GRIFFITH COLLECTION
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including all buildings and improvements thereon or that may be erected thereon; together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes and ditches thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; for the purpose of securing

First: The performance of the promises and obligations of this mortgage and payment of the indebtedness evidenced by.....promissory note.....(and any renewal or renewals thereof) in words and figures as follows:

$ 2000.00 Los Angeles, California, June 23 1913

On or before Three years after date,

for value received, I promise to pay

to Charles M Stimson or order,

at 406 California Building, Los Angeles

the sum of Two thousand Dollars,

with interest from date until paid, at the rate of 7 %

per cent per annum, payable semi-annually;

should the interest not be so paid, it shall become part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

Carl Sherslov

Second: The payment of attorney's fees in a reasonable sum to be fixed by the Court in any action brought to foreclose this mortgage, whether suit progress to judgment or not; also the payment of all costs and expenses of such suit, and also such sums as said mortgagee.....may pay for searching the title to the mortgaged property subsequent to the date of the record of this mortgage or for surveying said property, all of which said sums, including said attorney's fees, the mortgagor.....agrees to pay, and the same are hereby declared a lien upon said property and are secured hereby.

Third: The payment of all sums expended or advanced by the mortgagee.....for taxes, assessments, incumbrances, adverse claims, fire insurance, inspection, repair, cultivation, irrigation, protection or for any other purpose provided for by the terms of this mortgage.

The mortgagor.....agree.....to pay, as soon as due, all taxes, assessments and incumbrances, which may be, or appear to be, liens upon said property or any part thereof, including taxes, if any are levied or assessed under the laws of the State of California, upon this mortgage or upon the debt secured hereby, and hereby waive.....all right to treat the payment of such taxes or assessments as a payment on the debt hereby secured or as being to any extent a discharge thereof; and the mortgagor.....agree.....to keep said buildings insured against fire, to the amount required by and in such insurance companies as may be satisfactory to the mortgagee.....and to assign the policies therefor to the mortgagee.....; and promptly to pay and settle (or cause to be removed by suit or otherwise) all adverse claims against said property.

In case said taxes, assessments or incumbrances so agreed to be paid by the mortgagor.....be not so paid, or said buildings so insured and said policies so assigned, or said adverse claims so paid, settled or removed, then the mortgagee....., being hereby made the sole judge.....of the legality thereof, may without notice to the mortgagor..... pay such taxes, assessments or incumbrances, obtain such policies of insurance in.....own name as mortgagee..... and pay or settle any or all such adverse claims or cause the same to be removed by suit or otherwise.

The mortgagor.....agree.....to keep said property in good condition and repair and to permit no waste thereof, and should said property, or any part thereof, require any inspection, repair, cultivation, irrigation or protection, other than that provided by the mortgagor.....then the mortgagee....., being hereby made the sole judge.....of the necessity therefor, and without notice to the mortgagor.....may enter, or cause entry to be made, upon said property, and inspect, repair, cultivate, irrigate or protect said property as.....may deem necessary. All sums expended by the mortgagee.....in doing any of the things above authorized are secured hereby and shall be paid to the mortgagee.....by the mortgagor.....in said gold coin, on demand, together with interest from the date of payment, at the same rate of interest as is provided to be paid in the note.....hereinbefore set out.

In the event of a loss under said policies of fire insurance, the amount collected thereon shall be credited first to the interest due, if any, upon said indebtedness, and the remainder, if any, upon the principal sum, and interest shall thereupon cease on the amount so credited on said principal sum.

The mortgagor.....promise.....to pay said note.....according to the terms and conditions thereof; and in case of default in the payment of the same, or of any installment of interest thereon when due, or if default be made in the payment of any other of the moneys herein agreed to be paid, or in the performance of any of the covenants or agreements herein contained on the part of the mortgagor....., the whole sum of money then secured by this mortgage shall become immediately due and payable at the option of the holder of said note....., and this mortgage may thereupon, or at any time during such default, be foreclosed, and the filing of the complaint in foreclosure shall be conclusive notice of the exercise of such option by the mortgagee.....

In the event this mortgage is foreclosed, the decree of foreclosure may provide that the property therein described may be ordered sold en masse—or as one lot or parcel, at the option of the plaintiff in such action.

The mortgagor.....agree.....that the mortgagee.....may at any time, without notice, release portions of said mortgaged premises from the lien of this mortgage without affecting the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

The mortgagor.....hereby mortgage.....the property hereinbefore described, to secure the performance of every promise and agreement herein contained, direct or conditional, and to secure the repayment to the mortgagee.....of all sums paid, laid out or expended by the said mortgagee.....under the terms of this mortgage, and also to secure the attorney's fees and costs provided for by this mortgage in case of a foreclosure thereof.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of said parties, their heirs, executors, administrators or assigns.

Witness the hand.....and seal.....of said Mortgagor.....the day and year first above written.

Signed and Sealed in Presence of

Carl Sternlov [SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF CALIFORNIA,
County of Los Angeles. } ss.

On this 30th day of June 1913, before me, Cleveland Schutt, a Notary Public in and for said County, personally appeared Carl Sternlov

known to me to be the person.....whose name.....subscribed to the foregoing instrument, and acknowledged to me that.....he.....executed the same.

WITNESS my hand and official seal the day and year in this Certificate first above written.

Cleveland Schutt

NOTARY PUBLIC in and for the County of Los Angeles, State of California.

Form A-1—10-14-12

Mortgage

INDIVIDUAL

Carl Sternlov
Los Angeles Cal.
TO
Charles M Stimson

Carl Sternlov Note for $2,000 attached to this mortgage.
Mr Sternlov has not returned Certificate of title. but promises to do so

47

COMPARED 308

Document TOWER

Book LEVY

Order No.....

When recorded please mail this instrument to

Charles H. Thomson

805-806
CALIFORNIA BUILDING
COR. BROADWAY AND 2ND ST.
LOS ANGELES, CAL.

RECORDED AT REQUEST OF
MTGEE
JUN 30 1913
At 3 min. past 11 A.M.
in Book 3430 Page 317
of Mtg
Records Los Angeles Co., Cal.
C. L. LOGAN,
COUNTY RECORDER
By E. Holladay
DEPUTY
Fee $ 2.00

16

96

96

287

Mortgage

.....

Dated.....191.....

Title Insurance and Trust Company

TITLE INSURANCE BUILDING

Los Angeles, California

The Neuner Company, Los Angeles, Cal.

47

COMPARED 308

Document TOWER
Book LEVY

Order No.....

When recorded please mail this instrument to

Charles M. Thomson

805-806
CALIFORNIA BUILDING
COR. BROADWAY AND 2ND ST.
LOS ANGELES, CAL.

RECORDED AT REQUEST OF
MTGEE
JUN 30 1913
At 53 min. past 11 A.M.
in Book 3430 Page 317
of Mtg
Records Los Angeles Co., Cal.
C. L. LOGAN,
COUNTY RECORDER
By E. Ellwood
DEPUTY
Fee $ 2.00

16

96

96

287

#4

$2000.00 Los Angeles, California June 18 1913

On or before Three years after date,

for value received, I promise to pay

to Charles M Stimson or order,

at 806 California Building, Los Angeles

the sum of Two thousand Dollars,

with interest from date until paid, at the rate of 7 %

per cent per annum, payable semi-annually;

should the interest not be so paid, it shall become part of the principal, and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

Carl Sterilov

Leo Gold &
Mrs Lady Sterrell
Carl Sterilov
Mr Sterilov

15M—3-26-12

Feb. 16. 1914. Recd 6 mo. Interest & 70¢ Cook

Aug 17. 1914 Recd 6 mo Interest 70¢ Cook

Jan 30. 1915 Recd 6 mo Interest 70¢ Cook

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

7/1/13

BITZER'S STORY OF THE PERIOD

FROM JULY, 1913, through JANUARY, 1914

Shortly after the first of July, 1913, DWG and company returned to the new Biograph studio in New York City (175th Street, Bronx). For the first two months, Griffith appeared at the studio almost every day--supervising scenes of such film as CLASSMATES, MEN AND WOMEN, THE WIFE, and STRONGHEART for the many directors now working for Biograph, sometimes actually directing a scene but ~~most~~ more often just cutting the films. He was dissatisfied with his present position for many reasons; the Biograph Company had concluded an agreement with Klaw and Erlanger to make motion pictures of their stage plays, and, because he was a movie man, he was only allowed to supervise; he was in disfavor because of the high cost of JUDITH OF BETHULIA; but most of all, he knew his desire to make bigger and better motion pictures would receive no support from Biograph.

So beginning in September, he appeared less and less frequently at the studio. He was interested in joining Mutual Film Corporation, the distributing company for the producing companies, Reliance and Majestic, and Harry Aitken, president of Mutual, was interested in having him join. But Griffith hesitated because, like everybody else, he believed that the high quality of a Biograph print could only be obtained in the Biograph studio because of the superiority of their cameras and developing process. Knowing of his veteran cameraman's, G. W. Bitzer, knowledge of photography and developing film, he was most anxious that Bitzer should join him in this venture. But Bitzer found everything very much to his liking at the new Biograph studio; he was in complete charge of the camera work with eight cameramen as assistants, he was photographing real theatrical plays instead of the "usual dumb movies", and he had been made both cameraman and director of a motion picture about colored people, featuring Bert Williams, a

marvelous colored comedien. All in all, Bitzer was thrilled with his new responsibilities.

When Griffith realized that Bitzer did not want to go with him, he explained his predicament to him, and the latter assured him that the quality of a Biograph print could be obtained elsewhere and he would help him to get it. Because of the patent litigation, Griffith could not get a camera. Bitzer got a Pathé camera, which was not as fine a camera as the Biograph camera, from Al Moses, a cameraman at Thanhouser in New Rochelle, which he gave to Griffith. Then Bitzer made some tests of Mae Marsh and Bobby Harron with this camera in front of the Biograph studio for Griffith--stationing one of his assistant cameramen in a window in the studio to wave a handkerchief at him when he was needed on the sets in the studio. As soon as the tests were finished, he rushed the film out to Jim Gunby, who had a small title-making plant in New Jersey. Bitzer had his own formula for developing film, and together these men stayed up at nights keeping kerosene lamps going to save the film from graining in the cold weather. Griffith was satisfied with the results but still tried to persuade Bitzer to join him in his new venture--saying that they would do bigger and better pictures for a few years, make a million or so from them, and then they could both retire, Bitzer to tinkering with his gadgets and Griffith to writing. Meanwhile, Harry Aitken was also working on Bitzer by leaving a car and chauffeur at his disposal.

Afraid of losing Bitzer and aware of the pressure being put on him by Griffith and Aitken, R. H. Hammer, head manager at Biograph, wanted to remove Bitzer from their influence. He called Bitzer into his office and asked him how he would like to take a vacation in Florida for a while. Bitzer liked the idea and accepted. On returning home, he found Aitken's car and chauffeur parked in front of his home as usual. This time he decided to use the car because he had some shopping to do downtown before

he left on his trip. Stepping into the car, he asked the chauffeur to drive him downtown. On the way down, the chauffeur stopped to make a telephone call. Upon returning to the car, he told Bitzer that he had been talking to Griffith and Aitken and they had told him that if he did not bring Bitzer down to their office (Masonic Temple Building) he would lose his job. Bitzer naturally consented. When he reached Griffith's and Aitken's office, Griffith and Aitken began discussing some problem, asking his opinion on it, treating his appearance there as right and natural, and, at that moment, he decided to go with them.

From October, 1913, through January, 1914, was an exceedingly busy time for Bitzer. As he says, "I have always worked sixteen hours a day for Mr. Griffith from the time he started directing until I left him, but I think this new job with Mutual had about as long and strenuous hours as any." He was delegated to find a suitable indoor studio and obtain all the necessary lights; he finally got two floors in a loft building at 29 Union Square (southwest corner of 17th Street)--"here was another cradle (of the movies) but a slum one compared to the more pretentious 14th Street studio."

"There were many obstacles to our getting started--building restrictions, obtaining heavy electrical street mains for the juice our lights required, etc." It was in this studio that Griffith made the interior shots of THE BATTLE OF THE SEXES and THE ESCAPE, as well as supervising Christy Cabanne's film, THE GREAT LEAP, and a serial of Aitken's, THE MUTUAL GIRL--in December, 1913, and January, 1914.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART · FILM LIBRARY

This Mortgage,

Made the First day of July 1913

By Carl Sternlov, Los Angeles, California.

A SINGLE MAN,

Mortgagor

To Charles M. Stimson, Los Angeles, California.

Mortgagee

Witnesseth: That the Mortgagor hereby mortgage to the Mortgagee all that certain real property situate in the San Pedro, now city of Los Angeles, County of Los Angeles, State of California, and particularly described as follows:

Lot Twelve (12) of the Alma Tract, in the city of San Pedro now the city of Los Angeles, State of California as per map recorded in book 14 page 12 of maps in the office of the County Recorder in the afore said county.

THIS MORTGAGE GIVEN AS PART OF PURCHASE PRICE,

including all buildings and improvements thereon or that may be erected thereon; together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes and ditches thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; for the purpose of securing

First: The performance of the promises and obligations of this mortgage and payment of the indebtedness evidenced by Three promissory notes (and any renewal or renewals thereof) in words and figures as follows:

$ 1500.00 Note No.3 Los Angeles, California, July 1 1913

On or before three years after date,

for value received, I promise to pay

to Charles M. Stimson or order,

at 806 California Building, Los Angeles.

the sum of Fifteen Hundred Dollars,

with interest from Date until paid, at the rate of 7 Per Cent

per cent per annum, payable semi-annually;
should the interest not be so paid, it shall become part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

Signed By Carl Sternlov

Second: The payment of attorney's fees in a reasonable sum to be fixed by the Court in any action brought to foreclose this mortgage, whether suit progress to judgment or not; also the payment of all costs and expenses of such suit, and also such sums as said mortgagee may pay for searching the title to the mortgaged property subsequent to the date of the record of this mortgage or for surveying said property, all of which said sums, including said attorney's fees, the mortgagor agrees to pay, and the same are hereby declared a lien upon said property and are secured hereby.

Third: The payment of all sums expended or advanced by the mortgagee for taxes, assessments, incumbrances, adverse claims, fire insurance, inspection, repair, cultivation, irrigation, protection or for any other purpose provided for by the terms of this mortgage.

The mortgagor agree to pay, as soon as due, all taxes, assessments and incumbrances, which may be, or appear to be, liens upon said property or any part thereof, including taxes, if any are levied or assessed under the laws of the State of California, upon this mortgage or upon the debt secured hereby, and hereby waive all right to treat the payment of such taxes or assessments as a payment on the debt hereby secured or as being to any extent a discharge thereof; and the mortgagor agree to keep said buildings insured against fire, to the amount required by and in such insurance companies as may be satisfactory to the mortgagee and to assign the policies therefor to the mortgagee; and promptly to pay and settle (or cause to be removed by suit or otherwise) all adverse claims against said property.

In case said taxes, assessments or incumbrances so agreed to be paid by the mortgagor be not so paid, or said buildings so insured and said policies so assigned, or said adverse claims so paid, settled or removed, then the mortgagee, being hereby made the sole judge of the legality thereof, may without notice to the mortgagor pay such taxes, assessments or incumbrances, obtain such policies of insurance in own name as mortgagee and pay or settle any or all such adverse claims or cause the same to be removed by suit or otherwise.

The mortgagor agree to keep said property in good condition and repair and to permit no waste thereof, and should said property, or any part thereof, require any inspection, repair, cultivation, irrigation or protection, other than that provided by the mortgagor then the mortgagee, being hereby made the sole judge of the necessity therefor, and without notice to the mortgagor may enter, or cause entry to be made, upon said property, and inspect, repair, cultivate, irrigate or protect said property as may deem necessary. All sums expended by the mortgagee in doing any of the things above authorized are secured hereby and shall be paid to the mortgagee by the mortgagor in said gold coin, on demand, together with interest from the date of payment, at the same rate of interest as is provided to be paid in the note hereinbefore set out.

In the event of a loss under said policies of fire insurance, the amount collected thereon shall be credited first to the interest due, if any, upon said indebtedness, and the remainder, if any, upon the principal sum, and interest shall thereupon cease on the amount so credited on said principal sum.

The mortgagor promise to pay said note according to the terms and conditions thereof; and in case of default in the payment of the same, or of any installment of interest thereon when due, or if default be made in the payment of any other of the moneys herein agreed to be paid, or in the performance of any of the covenants or agreements herein contained on the part of the mortgagor, the whole sum of money then secured by this mortgage shall become immediately due and payable at the option of the holder of said note, and this mortgage may thereupon, or at any time during such default, be foreclosed, and the filing of the complaint in foreclosure shall be conclusive notice of the exercise of such option by the mortgagee.

In the event this mortgage is foreclosed, the decree of foreclosure may provide that the property therein described may be ordered sold en masse—or as one lot or parcel, at the option of the plaintiff in such action.

The mortgagor agree that the mortgagee may at any time, without notice, release portions of said mortgaged premises from the lien of this mortgage without affecting the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

The mortgagor.....hereby mortgage.....the property hereinbefore described, to secure the performance of every promise and agreement herein contained, direct or conditional, and to secure the repayment to the mortgagee.....of all sums paid, laid out or expended by the said mortgagee.....under the terms of this mortgage, and also to secure the attorney's fees and costs provided for by this mortgage in case of a foreclosure thereof.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of said parties, their heirs, executors, administrators or assigns.

Witness the hand.....and seal.....of said Mortgagor.....the day and year first above written.

Signed and sealed in Presence of

Carl Sternlov [SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF CALIFORNIA,
County of Los Angeles. } ss.

On this 1st day of July 1913, before me, Cleveland Hutt, a Notary Public in and for said County, personally appeared Carl Sternlov

known to me to be the person.....whose name.....subscribed to the foregoing instrument, and acknowledged to me that.....he.....executed the same.

WITNESS my hand and official seal the day and year in this Certificate first above written.

Cleveland Hutt

NOTARY PUBLIC in and for the County of Los Angeles, State of California.

Form A-1—4-16-13—10M

37 (93)

Mortgage

INDIVIDUAL

Carl Sternlof
Los Angeles.
Cal

TO

Charles M. Stimson
Los Angeles.
Cal

Dated .....191.....

Title Insurance
and Trust Company

TITLE INSURANCE BUILDING

LOS ANGELES, CAL.

The Neuner Company, Los Angeles, Cal.

COMPARED

Document MOOR 272

Book

Order No. 243144

When recorded please mail this instrument to

Charles W. Simson

805-806
CALIFORNIA BUILDING
COR. BROADWAY AND 2ND ST.
LOS ANGELES, CAL.

71

RECORDED AT REQUEST OF
Title Guarantee & Tr. Co.
JUL 9 1913

At ..... 9 A. M.
in Book 3466 Page 40
of Mortgages
Records Los Angeles Co., Cal.
C. L. LOGAN,
COUNTY RECORDER
By G. W. Langley
DEPUTY
Fee $ 2.40

1971

125

Note No. 1.

$1000.00 Los Angeles, California July, 1 1913

On or before one year after date,

for value received, I promise to pay

to Charles M. Stimson or order,

at 806 California Building, Los Angeles, California.

the sum of One Thousand Dollars,

with interest from Date until paid, at the rate of Seven

per cent per annum, payable semi-annually;

should the interest not be so paid, it shall become part of the principal, and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

Paid by check

Griffith 8/1/15

Oscar Stanton

15M—1-30-13

Note No. 2.

$1000.00 Los Angeles, California, July 5 1913

On or before two years after date,

for value received, I promise to pay

to Charles M. Stimson or order,

at 806 California Building, Los Angeles, California.

the sum of One Thousand Dollars,

with interest from Date until paid, at the rate of Seven

per cent per annum, payable semi-annually;

should the interest not be so paid, it shall become part of the principal, and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

Carl Sternlov

Paid Griffith 8/1/15 by check Oct

15M—1-30-13

Feb 16. 1914
Recd 6 months interest on Note 35.00
W. H. Cook

Aug. 14. 1914 Recd 6 mo interest on Note 35.00
Jan 30. 1915 Recd 6 mo interest on Note 35.00 W. H. Cook
Cook

5

Feb 16. 1914
Recd. 6 months interest on Note 35.00
W. H. Cook

Aug 17. 1914 6 mo interest on Note 35.00
Jan 30. 1915 6 mo interest on Note 35.00 W. H. Cook
Cook

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Note No. 3.

$1500.00 Los Angeles, California July 1, 1913

On or before three years after date,

for value received, I promise to pay

Charles M. Stimson or order,

at 806 California Building, Los Angeles, California.

the sum of Fifteen Hundred Dollars,

with interest from Date until paid, at the rate of Seven

per cent per annum, payable semi-annually;

should the interest not be so paid, it shall become part of the principal, and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

Carl Sterlov

Paid by check

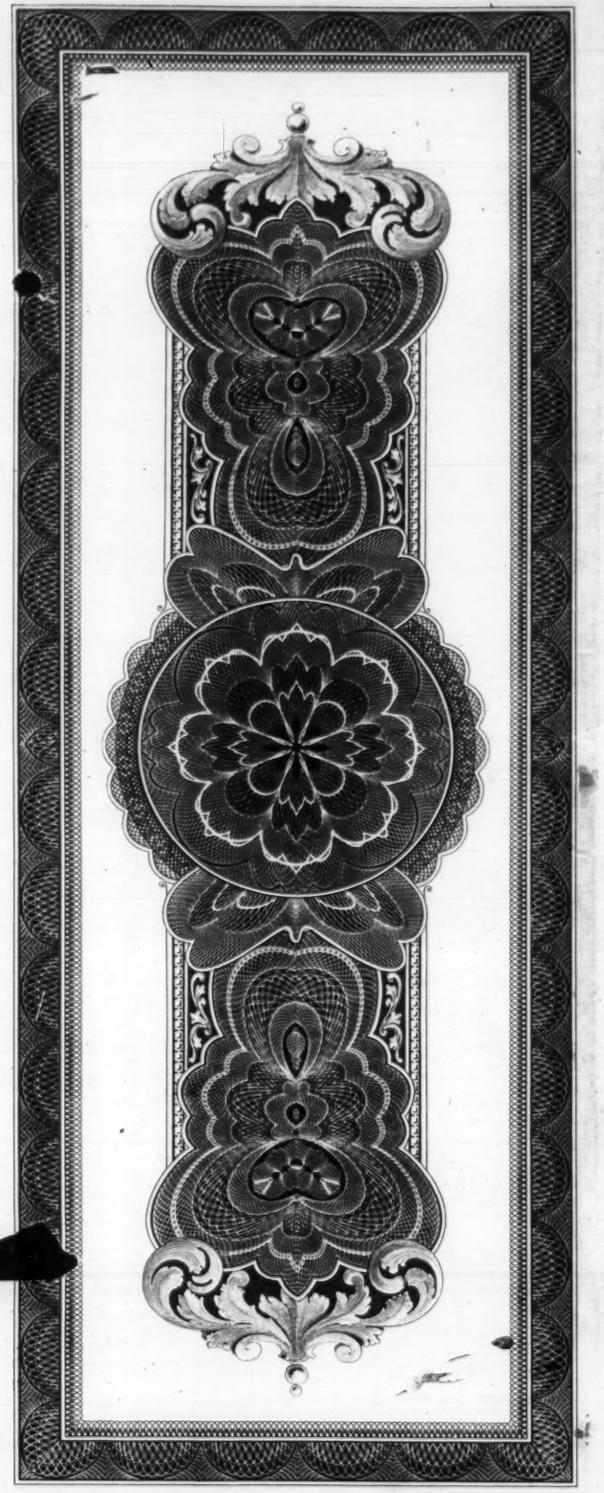
15M—1-30-13

June 3. 1914 Recd 6 mo Int on Note $52.50 Cook

Aug. 14 1914 Recd 6 mo Int on Note $52.50 Cook
Jan 30. 1915 Recd 6 mo Int on Note $52.50 Cook

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Lot 13 14 15
Parcel 1

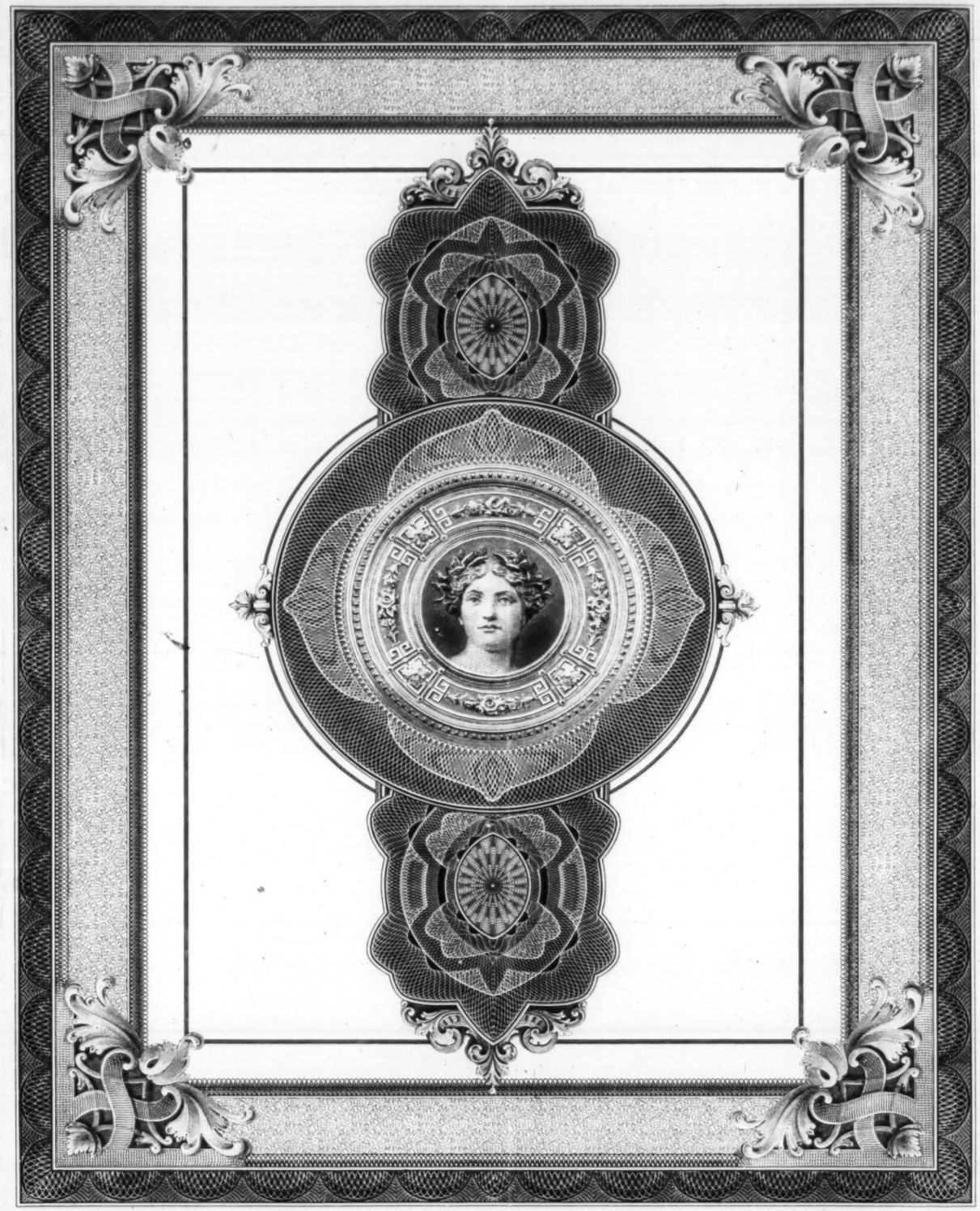


Title Insurance and Trust Company

CAPITAL AND SURPLUS
$1,250,000.

TITLE INSURANCE BUILDING

LOS ANGELES, CALIFORNIA.



AMERICAN BANK NOTE COMPANY, NEW YORK.

S.E. COR. BROADWAY & FRANKLIN STREETS.

$200,000 of the assets of this company are invested in Securities, held under the control of the Insurance Commissioner, as a protection for liabilities that may accrue on Policies and Certificates issued and Trusts accepted by this Company.

Title Guarantee & Trust Co.

INCORPORATED OCTOBER 28TH 1895.

CAPITAL STOCK $500,000.00

SURPLUS $100,000.00

OFFICERS AND DIRECTORS

W. L. GRAVES, Vice Pres't, Merchants National Bank.
H. J. WOOLLACOTT, Pres't, State Bank and Trust Co.
R. H. HOWELL, Vice Pres't " " " "
W. F. BOTSFORD, Pres't, American National Bank
H. E. HUNTINGTON, Pres't, Los Angeles Ry. Co.
W. J. DORAN, Vice Pres., Los Angeles National Bank.
W. H. HOLLIDAY, Cashier, Merchants National Bank.
HERMAN W. HELLMAN, Pres't Merchants National Bank.
JNO. D. POPE, President.
E. W. SARGENT, Vice President.
L. C. BRAND, Secretary and Treasurer.

LEGAL DEPARTMENT

E. W. SARGENT, Gen'l. Attorney.
W. E. CORT, W. G. COOKE, Examining Attorneys

CONSULTING ATTYS.
JOHN D. POPE, LOS ANGELES.
C. J. WILLETT, PASADENA.
TANNER & TAFT, SANTA MONICA.
W. A. BELL, POMONA.

TELEPHONES 341.

Los Angeles, Cal.

64/25

Unlimited Certificate

#113680

Made for the benefit of Charles W. Ryder,

After a careful examination of the Official Records of the ..... *County of Los Angeles, State of California, and of the records of the Federal Offices located at Los Angeles, in relation to the title of that certain real property hereinafter described, the*

Title Guarantee and Trust Company

A Corporation, its principal place of business being in the City of Los Angeles, State of California

hereby certifies that the title of said property as appears from said records, is vested in

C H A R L E S W. R Y D E R.

Free of Incumbrances.

EXCEPT:-1st-Taxes for the fiscal year 1906-07.

2nd-An action now pending in the Superior Court of said County entitled "William Stewardson vs Charles W. Ryder, et al," to foreclose the lien of street assessment for curbing and sidewalk on Pacific Avenue. Amount $197.43. See Case No. 50754, Superior Court.

DESCRIPTION.

Lots Thirteen (13), Fourteen (14) and Fifteen (15) of the Pacific Avenue Tract, in the City of San Pedro, County of Los

K #113680

Angeles, State of California; as per map recorded in Book 2, page 19 of Maps, in the office of the County Recorder of said County:

This Certificate does not include an examination of

Irrigation, Drainage, Reclamation, Sanitary and Levee District Records; Municipal Records (except in Los Angeles City): Proceedings to construct sewers, improve and open streets and alleys until the streets or alleys are established, and the amounts of the benefits or liabilities assessed are determined, and by notice of record become a lien under the Statute; Mining Locations, easements for water locations, and reservoir sites reserved in U. S. Patents.

In **Testimony Whereof** *the* **Title Guarantee and Trust Company** *has caused these presents to be duly signed by its President, and attested by its Secretary under its Corporate Seal this* 29th day of March 1906, at 8:00 A. M.

Title Guarantee and Trust Company

174/408

By John D. Pope *President.*

Passed by Geo. Sargent *Attorney*

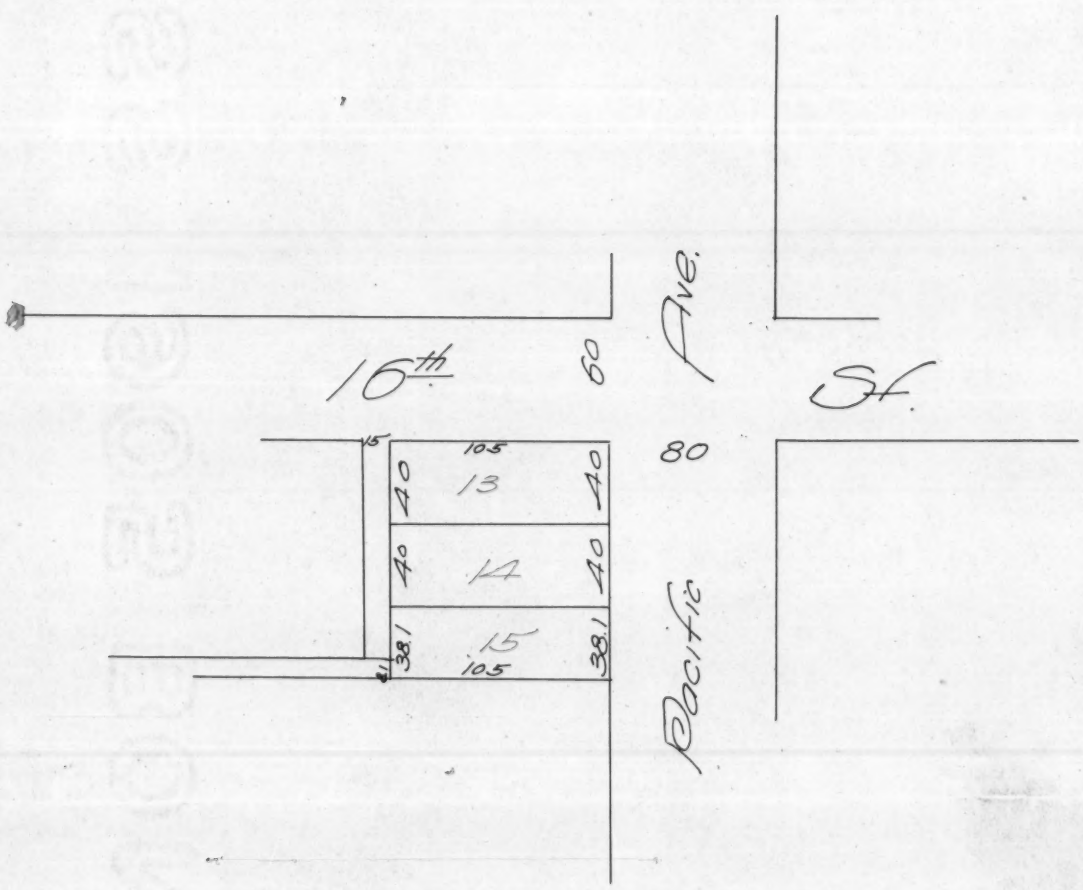
Attest Ed. C. Brand *Secretary*

OR Bm
113680

N.

Plat
Showing Lots 13-14-15
Pacific Avenue Tract
as per map recorded in Book 2 page 19
Maps
L.A. Co. Cal.

S



Title Guarantee & Trust Co.

INCORPORATED OCTOBER 28TH 1895.

CAPITAL STOCK $500,000??

SURPLUS $500,000??

OFFICERS & DIRECTORS

H. E. HUNTINGTON, President of the Los Angeles Railway Co.
W. L. GRAVES, Vice President Merchants National Bank.
J. B. BROKAW,
MARCO HELLMAN, Vice President Merchants National Bank.
L. C. BRAND, Secretary & Treasurer.
W. H. HOLLIDAY, President Merchants National Bank.
JNO. D. POPE, President.
E. W. SARGENT, Vice President.
T. K. HULME, Vice President & Trust Officer
W. J. O'BRIEN, Ass't. Secretary.

LEGAL DEPARTMENT

E. W. SARGENT.
W. G. COOKE.
T. K. HULME.

CONSULTING ATTY'S.
TANNER, TAFT & ODELL.
JOHN D. POPE, Los Angeles.
C. J. WILLETT, Pasadena.

Los Angeles, Cal.

64/399

#230245

Continuation Certificate

Made for the benefit of.....

(All incumbrances shown in the preceding certificate and not mentioned in this continuation, are satisfied.)

After a careful examination of the Official Records of the City of and *County of Los Angeles, State of California, and of the records of the Federal Offices located at Los Angeles, that are of date subsequent to the* 29th *day of* March, 1906, *at* 8:00 A.M., *in relation to the title of that certain real property hereinafter described, in continuation of a Certificate of Title made by* Title Guarantee and Trust Company *of the above date, the*

Title Guarantee and Trust Company

A Corporation, having its principal place of business in the City of and County of Los Angeles, State of California,

hereby **GUARANTEES** *that the title of said property as it appears from said records, is vested in*

J. C. WILLMON

Free Of Incumbrances.

EXCEPT:-A MORTGAGE, executed by J. C. Willmon and Maude C. Willmon, his wife, to secure a note for Three Thousand Dollars ($3,000.00), dated October 23, 1912, due two (2) years after date, with interest at seven per cent (7%) per annum, payable quarterly; in favor of John R. Vogel.
Filed for record October 31, 1912.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DESCRIPTION.

Lots Thirteen (13), Fourteen (14) and Fifteen (15) of the Pacific Avenue Tract of San Pedro, in the City of and County of Los Angeles, State of California; as per map recorded in Book 2, Page 19 of Maps, in the office of the County Recorder of said County.

THIS CERTIFICATE DOES NOT INCLUDE AN EXAMINATION OF:

First: Municipal Records and Liens created by the act of any city, other than the City of Los Angeles.

Second: Proceedings to construct sewers, improve and open streets and alleys, in the City of Los Angeles, until said streets or alleys are established, and the amounts of the benefits or liabilities assessed are determined, and by notice of record, become a lien under the statute.

Third: Irrigation, Drainage, Reclamation, Sanitary and Levee District Records.

Fourth: Mining Locations, Reservoir Sites and easements for Water Locations as reserved in U. S. Patents.

In Testimony Whereof *the* **Title Guarantee and Trust Company** *has caused these presents to be duly signed by its President, and attested by its* Assistant *Secretary under its Corporate Seal this* 7th day of November, 1912, at 8:00 A. M.

Title Guarantee and Trust Company

427/718

By John D. Rohe *President*

Passed by Ewe Sargent *Attorney*

Attest Hugh Bell Assistant *Secretary*

(A.E.)

Title Guarantee & Trust Co.

INCORPORATED OCTOBER 28TH 1895.

CAPITAL STOCK $500,000??

SURPLUS $500,000??

OFFICERS & DIRECTORS

H. E. HUNTINGTON, President of the Los Angeles Railway Co.
W. L. GRAVES, Vice President Merchants National Bank.
J. B. BROKAW,
MARCO HELLMAN, Vice President Merchants National Bank.
L. C. BRAND, Secretary & Treasurer.
W. H. HOLLIDAY, President Merchants National Bank.
JNO. D. POPE, President.
E. W. SARGENT, Vice President.
T. K. HULME, Vice President & Trust Officer.
W. J. O'BRIEN, Ass't. Secretary.

LEGAL DEPARTMENT

E. W. SARGENT.
W. G. COOKE.
T. K. HULME.

CONSULTING ATTY'S.
TANNER, TAFT & ODELL.
JOHN D. POPE, Los Angeles.
C. J. WILLETT, Pasadena.

Los Angeles, Cal.

64/399

Continuation Certificate

#244648

Made for the benefit of J. C. Willmon,

(All incumbrances shown in the preceding certificate and not mentioned in this continuation, are satisfied.)

After a careful examination of the Official Records of the City of and *County of Los Angeles, State of California, and of the records of the Federal Offices located at Los Angeles, that are of date subsequent to the* 7th *day of* November, 1912, *at* 8:00 A.M., *in relation to the title of that certain real property hereinafter described, in continuation of a Certificate of Title made by* Title Guarantee and Trust Company *of the above date, the*

Title Guarantee and Trust Company

A Corporation, having its principal place of business in the City of and County of Los Angeles, State of California,

hereby **GUARANTEES** *that the title of said property as it appears from said records, is vested in*

J. C. WILLMON.

Free Of Incumbrances.

EXCEPT:-1st-Taxes for the fiscal year 1913-14.

2nd-A MORTGAGE, executed by J. C. Willmon and Maude C. Willmon, his wife, to secure a note for Three Thousand Dollars ($3000.00), dated October 23rd, 1912, due two (2) years after date, with interest at seven per cent (7%) per annum, payable quarterly; in favor of John R. Vogel, recorded in Book 3223, Page 85 of Mortgages.

MD #244648

DESCRIPTION.

Lots Thirteen (13), Fourteen (14) and Fifteen (15) of the Pacific Avenue Tract of San Pedro, in the City of and County of Los Angeles, State of California; as per map recorded in Book 2, Page 19 of Maps, in the office of the County Recorder of said County.

THIS CERTIFICATE DOES NOT INCLUDE AN EXAMINATION OF:

First: Municipal Records and Liens created by the act of any city, other than the City of Los Angeles.

Second: Proceedings to construct sewers, improve and open streets and alleys, in the City of Los Angeles, until said streets or alleys are established, and the amounts of the benefits or liabilities assessed are determined, and by notice of record, become a lien under the statute.

Third: Irrigation, Drainage, Reclamation, Protection, Sanitary and Levee District Records.

Fourth: Mining Locations, Reservoir Sites and easements for Water Locations as reserved in U. S. Patents.

In Testimony Whereof *the* **Title Guarantee and Trust Company** *has caused these presents to be duly signed by its President, and attested by its* Assistant *Secretary under its Corporate Seal this* 17th day of June, 1913, at 8:00 A. M.

Title Guarantee and Trust Company

464/125

By L. C. Brand *President*

Passed by E. W. Sargent *Attorney*

Attest A R Killgore Assistant *Secretary*

FORM A 42—10000—5-15-13

alm 5

Form 84½—3-13-13—2M

NMH 9000

AMERICAN BANK NOTE CO. NEW YORK

1

CABLE ADDRESS "TITLE TRUST"

Title Insurance and Trust Company

INCORPORATED DECEMBER 20TH 1893.

CAPITAL AND SURPLUS $1,250,000.

TITLE INSURANCE BUILDING

DIRECTORS:
WM. H. ALLEN, JR. PRESIDENT. M. S. HELLMAN, VICE PRESIDENT.
O. P. CLARK, SEC'Y & TREAS. O. F. BRANT, MANAGER.
W. M. CASWELL. DR. C. B. JONES.
WM. R. STAATS. WM. H. BURNHAM.
H. W. O'MELVENY. H. M. ROBINSON.
I. N. VAN NUYS.

LAW DEPARTMENT.
L. C. GATES. W. S. ALLEN.
H. W. O'MELVENY. J. H. PHILLIPS.
D. O. ANDERSON.

LOS ANGELES, CAL.

76/6

Continuation Guarantee

369328

Made at the request of David W. Griffith and J. C. Willmon

(Any incumbrance shown in the preceding certificate, and not mentioned in this continuation, has been satisfied of record.)

After a careful examination of the Official Records of the City of Los Angeles and of the County of Los Angeles, State of California, except those hereinafter mentioned, and of the records of the Federal Offices located at Los Angeles, that are of date subsequent to the 17th day of June 1913 at 8 A. M. in relation to the record title to that certain tract of land hereinafter described, in continuance of a Certificate of Title made by TITLE GUARANTEE AND TRUST COMPANY of the above date (but without any examination of said records prior thereto, and without any liability for the correctness or incorrectness of said certificate), the

Title Insurance and Trust Company

hereby **Guarantees** that said title, as appears from said records subsequent to said date, is vested in

DAVID W. GRIFFITH.

FREE FROM ALL INCUMBRANCES.

EXCEPT 1st. Taxes of the fiscal year 1913-1914 not examined.

2nd. A mortgage executed by J. C. Willmon and Maude C. Willmon, his wife, to secure a note for Three Thousand Dollars ($3000.00), dated October 23rd 1912, due two years after date, with interest at seven per cent per annum, payable quarterly, in favor of John R. Vogel, recorded in Book 3223 Page 85 of Mortgages.

call for Interest of Mr David W. Griffith, represented by Carl Sternlov. 114 East 7th St. Los Angeles.

1

3rd. A mortgage executed by David W. Griffith, to secure his note (and any renewals thereof) for Fifteen Hundred Dollars ($1500.00), dated June 14th 1913, payable on or before two years after date, with interest at seven per cent per annum, payable semi-annually, in favor of J. C. Willmon, filed for record July 8th 1913.

DESCRIPTION.

Lots Thirteen (13), Fourteen (14) and Fifteen (15) of the Pacific Avenue Tract of San Pedro, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 2 Page 19 of Maps, in the office of the County Recorder of said County.

This Guarantee does not include an examination of, or a report on:

1. Exceptions and rights reserved in United States Patents, or in the certification of indemnity land selections, existing roads, water locations, mining claims, or matters relating thereto.

2. Records of or relating to Boulevard, Drainage, Fire Protection, Irrigation, Levee, Library, Lighting, Overflow, Protection, Reclamation, Road, Road Improvement, Sanitary, Storm Water or Union High School Library Districts, Highway Construction or Permanent Road Divisions, if the property described herein lies within the boundaries of any such district or division.

3. Municipal taxes and assessments and the effect and operation of municipal laws, ordinances and regulations, proceedings for street, street lighting, sewer, shade tree, sidewalk, park and playground improvements, and for opening, widening and other changes in streets or alleys, if the property described herein lies within the boundaries of any incorporated city except the City of Los Angeles.

4. Proceedings and assessments by the County of Los Angeles or any city therein, except the City of Los Angeles, for the improvement of, or sewers in, any street, avenue, lane, alley, court or place forming the exterior boundary of a city.

5. Proceedings by the City of Los Angeles for street, street lighting, sewer, shade tree, sidewalk, park and playground improvements, and for opening, widening and other changes in streets or alleys in said city, or forming an exterior boundary thereof, unless the amount of assessment therefor has become fixed and shown as a lien prior to the date hereof, by the recording of the warrant in the public office designated by law.

6. Instruments, trusts, defects, liens, easements, incumbrances, and rights or claims of parties in possession of all or any portion of said property, not shown by any official record of the City of Los Angeles, or of the County of Los Angeles, or by the records of the Federal Offices located at Los Angeles.

7. The validity or legality of tax sales, public assessments, attachments, leases, easements, declarations of homestead and money judgments if any are mentioned in this Guarantee.

IN TESTIMONY WHEREOF, the Title Insurance and Trust Company has caused these presents to be duly signed by its President, attested by its ~~Assistant~~ Secretary, under its corporate seal, and countersigned by its Manager, this Eighth day of July 1913 at 9 A. M.

TITLE INSURANCE AND TRUST COMPANY.

778/299

Countersigned

369328

-2-

O. T. Brank

Manager.

By William H. Allen Jr.

President.

Attest N. B. Brown

Assistant Secretary.

Form E46½—10M—3-5-13

TITLE INSURANCE AND TRUST COMPANY

TITLE INSURANCE BUILDING

PHONES: HOME 10012, SUNSET MAIN 8212

ORDER No. 369328

ESCROW STATEMENT

ESCROW No. 104678

OF

D. W. Griffith

IN ACCOUNT WITH

TITLE INSURANCE AND TRUST COMPANY

PROPERTY Lots 13,14,15, Blk. 1, Carolina Tract, San Pedro

By deposit,		4,300.00
By int.adj.on $3000 mortgage,		29.00
New owner,	5.00	
Certificate,	2.50	
Escrow,	2.50	
Recording deed,	1.20	
Paid for deed,	4,300.00	
CHECK HEREWITH TO BALANCE	17.80	
Total,	4,329.00	4,329.00

TITLE INSURANCE AND TRUST COMPANY

LOS ANGELES, CAL. 7/8 1913

SETTLEMENT DEPARTMENT

THIS COVERS MONEY SETTLEMENT ONLY. ANY PAPERS TO WHICH YOU ARE ENTITLED WILL FOLLOW

TOOLS FOR RENT | STATEMENT | RES. PHONE EAST 3070

3

Los Angeles, Cal. 7-12 - 1913

M. Earl Stanlow

IN ACCOUNT WITH

...WILLIAM SCOTT...

WHOLESALE AND RETAIL

HARNESS AND HARDWARE

Second-Hand Harness, Tools, Etc., Bought and Sold

135 S. LOS ANGELES ST. PHONE MAIN 3326

267 S. LOS ANGELES ST. PHONE MAIN 4943

Wagon & Bed	85-00
2 off	1 70
	83,30

Paid Art Scott.

ALL ACCOUNTS PAYABLE MONTHLY

Form B. 2-10-13. 1M.

(3)

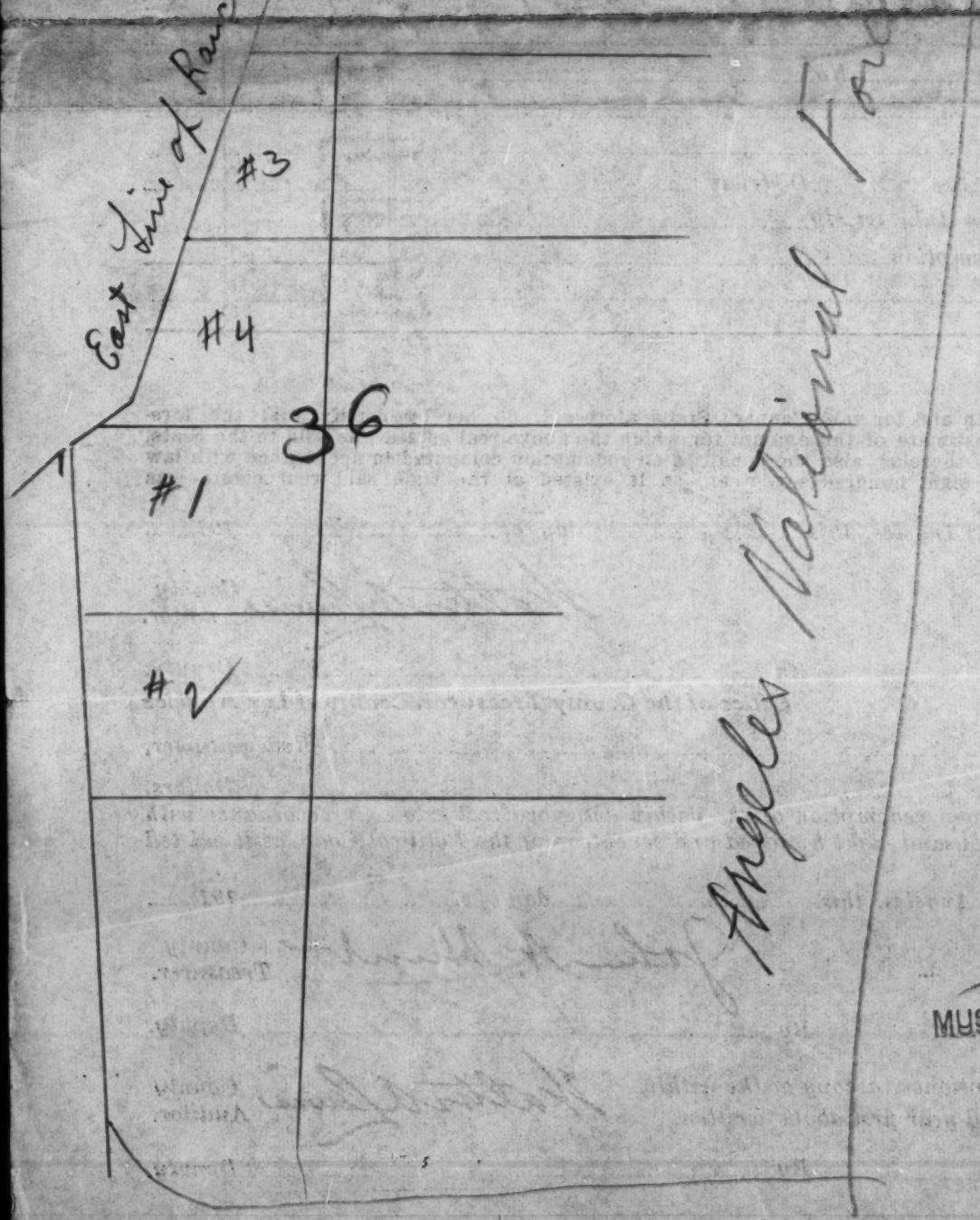
L. A. MOTION PICTURE SUPPLY CO.

114 E. SEVENTH ST., LOS ANGELES, CAL.

№ 132

YOUR ORDER NO.	SOLD TO	DATE
WHEN WANTED		LEDGER
DATE SHIPPED		CONTRACT PRICE $
ROUTE VIA		DEPOSIT $
JOB NO.	SALESMAN	BAL. DUE $

DATE	QUANTITY	ARTICLE
		Los Angeles, Cal. July 14 - 1913
		Received from Carl Sterling Two-hundred & ninty (290.00) dollars as payment in full for span of horses (one roane and on black) horses guaranteed to be serviceably sound and free from blemishes
		J. B. McAllan



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(3) 6005

July 15 - 1913

Number 91517

Los Angeles County

CERTIFICATE
OF
Redemption of Real Estate
PURCHASED BY THE STATE

REDEMPTIONER

Rancho #128

Rancho Ex Mission de San Fernando

N

No. 78151 Lot Book L 1 Page ..... Book 12 Page 66

Certificate of Redemption of Real Estate Purchased by the State

ESTIMATE of the amount required to redeem the within described real estate, which was sold to the State on the 1 *day of* July *19* 13*, for the delinquent taxes of 19* 12 *all installment, and redeemed on the* 15 *day of* July *19* 13*, in accordance with law and the provisions of Section three thousand eight hundred and seventeen of the Political Code, as it existed at the time said real estate was sold.*

Assessed to Aaron C Bowles

DESCRIPTION OF REAL ESTATE

46 54/100 acres being Lot 1
44 47/100 " " " 2
23 64/100 " " " 3
34 81/100 " " " 4
Sec 36 T 3 S R 15 W
(P.P. Del Rey)

Assessed value of property for the year of sale, - - - - - - - - - - - - - - $.....

Delinquent State and County Taxes of 19 12	$ 32	41
Misc.		
Penalty for delinquency	6	43
Delinquent Poll Tax		
Delinquent Special School Tax in Tacoma *District*	13	40
Costs	3	00
Sold to State for	$ 55	24
Interest on above amounts from date of sale		23
10 *per cent. penalty on redemption* *	4	58
Delinquent State and County Taxes of 19 ..... *No.*		
Misc.		
Delinquent Poll Tax		
Delinquent Special School Tax in ..... *District*		
Interest on the above amounts from July 1st, 19		
..... *per cent. penalty on redemption*		
Delinquent State and County Taxes of 19 ..... *No.*		
Misc.		
Delinquent Poll Tax		
Delinquent Special School Tax in ..... *District*		
Interest on the above amounts from July 1st, 19		
..... *per cent. penalty on redemption* *		
Total amount necessary to redeem	$ 60	05

STATE OF CALIFORNIA, } ss.
COUNTY OF LOS ANGELES

I, WALTER A. LEWIS, County Auditor, in and for said County, State aforesaid, do hereby certify that the foregoing statement contains a full and correct estimate of the amount for which the above real estate was sold to the State, with the penalties for delinquency included therein; also the penalties on redemption computed in accordance with law and the provisions of Section three thousand eight hundred seventeen, as it existed at the time said real estate was sold.

WITNESS my hand, affixed at Los Angeles, this 15 *day of* July *191*3

Walter A Lewis *County Auditor.*

By R B Downing *Deputy.*

Office of the County Treasurer, County of Los Angeles

Received of D. W. Griffith *Redemptioner,*
Sixty 05/100 *Dollars,*
in lawful Money of the United States, upon redemption of the within described real estate, in accordance with law and the provisions of Section three thousand eight hundred and seventeen of the Political Code, as it existed at the time said real estate was sold.

WITNESS my hand, affixed at Los Angeles, this 15 *day of* July *191*3

John A. Hugh *County Treasurer.*

By ..... *Deputy.*

Received of the above named Redemptioner, a copy of the within estimate, certificate and receipt, the day and year first above written.

Walter A Lewis *County Auditor.*

By R B Downing *Deputy.*

Astor Hotel
N. Y.

Acct Griffith Ranch.

San Fernando, Cal., July 27 1917

Mr. Carr Sterrlao

To **J. O. Jenifer,** Dr.

PROPRIETOR

THE BUCKHORN LIVERY AND FEED STABLE

HOME PHONE 15 PORTER AVENUE

July 17	Feed	1.50
" 22	295# Hay	3.10
		$4.60

Paid J. O. Jenifer

STATEMENT

July 20 1913

M Carl Stanton
oct Mr Griffith

To Hotel Ry Dr.

Statements, No. 40.

July 20	Board & Lodging For men on the Ranch	4 50		4 50

Received Payment
E E Roberts Manager

Grant Deed

(*CODE DEED*)

C. C. Sec. 1092.

Carl Sternlov, unmarried man,

of Los Angeles,
of the County of Los Angeles of California

For and in Consideration of the Sum of Ten ($10.00)

Dollars,

the receipt whereof is hereby acknowledged, does hereby
Grant to David W. Griffith

All that Real Property situate in

County of Los Angeles, *State of California,*
described as follows: Lot Ten, (10) Alma Tract in City and County of Los Angeles as per map recorded in Book 14 page 12 of records of Los Angeles County
Subject to a Mortgage dated June 23rd 1913 in favor of Charles A. Stimson for Two Thousand ($2,000.00) Dollars, payable on or before three years after date with interest at 7% per annum
Interest payable Semi-annually

Witness My hand this 31st day of July
nineteen hundred and thirteen

Signed, Sealed and Delivered in the Presence of

Carl Sternlov (Seal)

(Seal)

(Seal)

STATE OF CALIFORNIA } ss
County of Los Angeles }

On this 31st day of July in the year nineteen hundred and thirteen, before me, a Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared Carl Sternlor

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Witness my hand and official seal. Clerland S. Schultz

Notary Public in and for said County of Los Angeles State of California.

Subject to Mtg. $2,000.
Lot 1 Palma Tract

No.

Grant Deed

(CODE DEED)

Carl Sternlor

TO

David W. Griffith

DATED July 31 1913

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Order No. 370370

When recorded, please mail this instrument to

Carl Sternlor
114 East 7th St
City

78

RECORDED AT REQUEST OF
Title Insurance & Tr. Co.
AUG 1 1913
At 9 A. M.
in Book 5750 Page 336
DEEDs
of
Records Los Angeles Co., Cal.
C. S. Logan
COUNTY RECORDER
By
DEPUTY
Fee $ 7.00
3

#45

202

Acknowledgment of Order from **The California Door Co.** Los Angeles, Cal. 8/12-13.

Charge to La Motion Picture Supply Co. Our No:

Mail Address 114 8th St.

Ship to La Motion Picture Supply Co.

Order No.

Town and State San Pedro Cal.

Order Date

Via S.P. Mark

SHIPPING INSTRUCTIONS

Complete Rush.

Stock

Balance

V	Quantity	Article	Size	Th.	Description
	1	L. Pl	2-8 × 6-8	1 3/8	O.P. Ex.
	2	Pl	2-0 × 6-8	"	" Col.
	8	"	2-6 × 6-8	"	" "
	3	O.G. Pl	2-0 × 4-0	1 3/8	" "
	13	Pad	1-6 × 4-0	1 3/8	L.O. Pl. →
	4	"	1-6 × 3-0	"	" " →
			×		
			×		
			×		$47.65 f.o.b. car L.A.
			×	20%	9.53
			×		46.20
		Phone A 3178. when ready to ship			
		and they will send check.			
			×		
			×		
			×		PAID
			×		AUG 14 1913
			×		The California Door Co.
			×		LOS ANGELES, CAL.

This is a copy of your order as we have entered it on our books. **Please examine carefully** and if it is not entered correctly, advise us immediately, so that any changes (if any) can be made before the work is cut out or started in the mill.

This order cannot be cancelled after work has been commenced except at the expense of the purchaser.

Should it be necessary to wire or write us regarding the order, refer to it by number or date.

We thank you for the business given us, and shall aim by satisfactory shipment to merit a continuance of your patronage.

Yours very truly,

The California Door Co.

Per

LOS ANGELES, CAL., Aug 22 - 13

M. L A Motion Picture Supply Co
by Carl E F K Strauss mgr

BOUGHT OF

New York Wall Paper Company

C. O. PARSONS

THE BEST PATTERNS OF THE BEST MAKERS AT
LOWER PRICES THAN ANY OTHER HOUSE

PHONES F-5141 / MAIN 4730

1001 SOUTH MAIN STREET
104 WEST TENTH STREET

245	10 rolls paper	10	100	
234	4 " "	15	60	
295	5 " "	15	75	
	2# tacks	15	30	
	75 yds cheet	5	375	
				640

Pd in full
N. Y. Wall Paper Co
per. Bernard
Carbaugh.

(By ck.)

Oct "Griffith ranch"

Los Angeles. Aug 24 - 1913

Received Payment in full for Carpenter work at Griffith Ranch to date

Signed

Chas. Hibbard
R. T. Allen

San Fernando. Sept 3 - 1913

Received from David W Griffith, Per Carl Sternlov $37.50, Payment in full for season work on Ranch to date.

Signed A. J. Foster.

To **Adolf Frese Optical Co., Inc.** Dr.

WE MAKE AND REPAIR
OPTICAL, ENGINEERING, SURVEYING INSTRUMENTS AND ARCHITECTS' SUPPLIES

PHONES { SUNSET MAIN 1042 / HOME - - F1042

546 S. Spring St.

EYES TESTED AND GLASSES FITTED

Clerk P

How Shipped D.S.

Los Angeles, Cal., 9/15/ 1913

D. W. Griffith
c/o L.A. Motion Picture Co.
114 E. 7th St. City

#D-690

1	Conv. Level with arc, # 606	65 —	
	Cash	15 —	
		50 —	
	Bal. Due 9/27/13		50 —

ADOLF FRESE OPTICAL CO.
PAID
SEP 25 1913
Per E. Gislaine

Los Angeles, Cal. September 26th. I9I3.

SUMMARY of FINANCIAL REPORT, May 29th. = Sept. 25th I9I3.

David W. Griffith account,

Pr. Carl Sternlov. Mgr.

Cash on hand June 30.	$ 2850.85		
Deposit Sept. I5th.	I5I7.80		
To equipment _ _ _ _ _ _ _ _		$	I078.42
" expence _ _ _ _ _ _ _ _			I58. II
" wages, _ _ _ _ _ _ _ _			268.00
" sundries _ (San Pedro property,) _ _			I566.00
" Cash on hand Sept. 25th. I9I3. _ _ _			I298.I2
	$. 4368.65	$.	4368.65

May 29	Sternlov. Ex Trip to San Pedro. Looking up R.E.	5.00
June 4	Sternlov Ex Trip to San Fernando. Water investigation	5.00
13	Sternlov Ex Trip to San Pedro. Buying R.E.	5.00
18	Grimes Stanford Stationery Co. Ex Journal & Cash Book	2.75
25	Sternlov Ex Trip to San Pedro. Buying R.E.	5.00
26	Sternlov. & Special work, Drafting & Estimating Ranch.	5.00
30	Sternlov. Ex Notary fee .50/ Recording Mortgage & Deed 2.70	3.20
30.	Sternlov Ex Special Trip to San Pedro.	5.00
		35.95

June 30

L. Hanson

Oct Carl Sternlov

Payment Lot 10 - Alma Tract $ 1500 00

Receipt

35 95

June 30 Sundries	L. Hansen. Payment on Lot 10. Alma Tract not to be entered on farm account.	1500.00
July 11 Ex	Sternlov Special trip to S. Fernando Ranch.	5.00
12 Eq	William Scott. Farm waggon + Bed. net	83.30
12 Eq	L. E. McClellan + son Deposit on Team of Horses	50.00
14 Eq	J. S. Kelley. 1 Pad and 2 Collars for team	6.00
14 Ex	John N. Hunt. Los Angeles County taxes on Ranch	60.05
14 Eq	L. E. McClellan + son Ballance on Team + Harness	240.00
15 Eq	Swanfelt Tent + Awning Co. one 12×16 Wall tent and poles.	16.85
		1997.15

1997.15

July

15 Ex H. B. McKinney & Son.
One bale of Hay 195/ sack of feed 140/ 3 35

15 Ex Ohio Shoeing shop
Horseshoeing 1 25

16 Ex J. C. Fisher
One whip ——— .25

17. Hayward Lumber Co.
Eq Deposit on lumber account 200 00

19. John R. Vogel
Interest on Mortgage of 3000 00
Sundries on Lots 13-14-15 Poc. Ave. Tract. 52 50
not on ranch account

21. Ex Hotel Rey. San Fernando.
Board & room for Ranch men. 4.50

21. J. S. Kelley. Ranchman.
W Advance wages 20 00

23. J. O. Jenifer
Ex Hay & Feed — 4 60

2283.60

2283.60

Aug

1 Title Insurance and Trust Co.
~~Sundries~~ Services, lot 10. Alma Tract. 13 50
not on ranch account

1 Sam Vandevier. (Ranchman)
W. July Wages. 1/2 month. 17 50

1 Valley Hardware & Imp. Co.
Eq 1 shovel, 1 Mattock. Pail. etc 3 00

2 Haskell Printing Co.
Ex 15 Trespassing signs 1 50

2 L. A. M. Picture Sup. Co. Pr C. Sternlov
Builders hardware, as per invoice
Eq from Jas N. Hellman # 7721 and 7722
shipped to San Fernando. 28 89

4 J. C. Kelley.
Eq One large water barrel 1 00

4 J. C. Kelley
W July Wages, (less 20.00) bal. 30 00

Aug

4 J. S. Kelley.
W. Board for Sam Vandevier ½ July. 9 00

4 C. Sternlov
Ex accounting June & July 20 00

5 Olney & Kilder
Ex sheep shears 1 00 Salt 64# 1 25 = 2 25

6 Mrs. J. S. Kelley. account Mr. Kelley.
W. advance wages. Aug. 20 00

7 Mr Pat Gunn.
Ex Cleaning lots at San Pedro 3 00

9 Mr. A. H. Green.
W. Labor for Ranch. 21 60

9 James Hellman.
Through L.A.M. Picture Sup Co.
Ex Plumbing Material & Hardware. 78.40

Aug

11 S. P. Rail Road Co.
Eq Freight on Hardware to S. Fernando. 1 24

13 Eq Valley Implement Co.
1 fork 1.10

13 Eq Wauenkat Implement Co.
5 # nails 25

13 Ex S. Fernando Blacksmith shop
Horse shoeing 1 00

13 Eq Mr J. S. Kelley
1 large Barrell 1 50

14 L. A. M. Picture Sup: Co.
Eq
1 Large 5" Vise 6 50
1 set Block & Tackle 7 00
2 Thimbles .20 13.70

14 Eq California Door Co.
Sash & Doors for Ranch 46 70

15 Eq Chas Hibbard
Carpenter work 10 50

Aug.

20 - Harry Roberts.
W. For labor on Ranch. 22 50

20 Chas Hibbard
Ex Carpenter work and shingling 32 10

20 Valley Hardware Co.
Ex Window flashing .95

20 Southern Pacific R.R. Co.
Ex Freight on doors + sash .82

22 New York Wall Paper Co.
Ex Wall paper + Cloth etc. 6 45

23 New York Wall Paper Co.
Ex 4 Rolls of extra paper .60

23 The Times printing Co.
Ex Classified ad for Painter .26

24 Ex Chas Hibbard
Balance on Carpenter work 32 50

Aug

24 R. T. Allen.
Eq Carpenter work 32 50

25 A. L. Joseph.
Eq R.R fare to S. Fernando .75

26 Southern Pac. R.R. Co.
Eq Freight on Paints to S.F. .77

26. E. R. Vance
Ex Data on Surveying 12 50

27. Mrs. J. S. Kelley act Mr. Kelley.
W. Advance wages. (Aug.) 15 00

Sept.

3. W. Sam Vandewier
Wages for Aug. 35 00

3 J. S. Kelley.
Bal. Wages & Sam Vandewier board
W. for Aug. (less # 2 52) 30 48

Sept
3 Carl Sternlov
W. Carl paid J. S. Kelly.
Bal. Aug wages. 2.52

Sept
3 A. J. Foster
Ex Masan work at Ranch. 37.50

4 James W. Hellman
Pr L.A.M. Picture Co.
Ex 166 2/3 sq ft wire screen. 4.58

5 James W. Hellman.
Pr. L.A.M. Picture Co.
Ex Miscellaneous pipe fittings. 2.82

5 E. L. Brown.
Ex Oil & can 1.65

5. B. F. Wolff
Ex 40 gal. distilate, drier & Putty 3.45

12. Western Union Telegraph Co.
Ex night letter to New York 1.00

Sept

15 Deposit in First Natl. Bank
Check from Mr. Griffith 1500 00
" " Title Insurance Co. 17 80

17. A. L. Joseph.
Eq Painting & Papering at ranch 75 25

24 R. G. Glaucer
W. Labor on surveying 10 65

25 Sam Vandevier
W. Farm labor in full to date 33.75

25 Adolf Frese Optical Co.
Eq Leveling instrument 65 00

No.

Mortgage
Satisfaction of

To

DATED 19

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Return to 365
Carl Sterling
Box 416
San Fernando

COMPARED
Document DIRKSMEYER
Book GARRISON

RECORDED AT REQUEST OF
Mtgor.
OCT 11 1915

At 17 min. past 4 P.M.
in Book 508 Page 271
of Releases of Mortgages.
Records Los Angeles Co., Cal.
G. E. LOGAN,
COUNTY RECORDER
By
DEPUTY
Fee $ 75

3 87

#87

456

793

Satisfaction of Mortgage

Know all men by these Presents: *That* I Charles M. Stimson, a single man.

of the City and County *County of* Los Angeles

State of California, *do* *hereby certify and declare that a certain Mortgage, bearing date the* 23rd *day of* June *19* 13 *made and executed by* Carl Sternlov

of the City and *County of* Los Angeles

State of California, *the part* y *of the first part therein to* Charles M. Stimson

of the City and *County of* Los Angeles, *State of* California *the part* y *of the second part therein* *which mortgage was recorded in the office of the County Recorder of the* *County of* Los Angeles *State of* California, *in Book* 3430 *of Mortgages, at page* 317 *on the* 30th *day of* June, *19* 13 *together with the debt thereby secured, is fully paid, satisfied and discharged.*

In Witness Whereof, I *ha* ve *hereunto set* my *hand and seal this* 8th *day of* October, *nineteen hundred and* Fifteen

Signed, Sealed and Delivered in the Presence of

Charles M. Stimson (SEAL)

(SEAL)

(SEAL)

STATE OF CALIFORNIA
County of Los Angeles } ss

On this Eighth *day of* October *in the year nineteen hundred and* *, before me,* W. F. Cook *a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared* Charles M. Stimson, a single man

known to me to be the person whose name is *subscribed to the within instrument and acknowledged to me that* he *executed the same.*

Witness *my hand and official seal.*

W. F. Cook

Notary Public in and for said County and State of California

No. .....

Mortgage
Satisfaction of

.....

.....

to

.....

.....

DATED ..... 19.....

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART · FILM LIBRARY

9

Return to
Carl Sternlov
Box 416,
San Fernando

363

COMPARED
Document BOND
Book_____ GIBBINGS

RECORDED AT REQUEST OF
Mtgor.
OCT 11 1915
At 17 min. past 4 P.M.
in Book 520 Page 162
of Release of Mortgage
Records Los Angeles Co., Cal.
E. L. LOGAN,
COUNTY RECORDER
By ..... DEPUTY
Fee $ 7/3

#76

457

7/3

Satisfaction of Mortgage

Know all men by these Presents: *That* I, Charles M. Stimson a single man

of the City and *County of* Los Angeles *State of* California, *do* *hereby certify and declare that a certain Mortgage, bearing date the* First *day of* July *19* 13 *made and executed by* Carl Sternlov

of the *County of* Los Angeles *State of* California, *the party of the first part therein to* Charles M. Stimson

of the City and *County of* Los Angeles, *State of* California *the party of the second part therein* *which mortgage was recorded in the office of the County Recorder of the* *County of* Los Angeles *State of* California, *in Book* 3466 *of Mortgages, at page* 40 *on the* 9th *day of* July, *19* 13 *together with the debt thereby secured, is fully paid, satisfied and discharged.*

In Witness Whereof, I *ha* *hereunto set* my *hand* *and seal* *this* 8th *day of* October, *nineteen hundred and* Fifteen

Signed, Sealed and Delivered in the Presence of

Charles M. Stimson (SEAL)

(SEAL)

(SEAL)

STATE OF CALIFORNIA
County of Los Angeles } ss

On this Eighth *day of* October *in the year nineteen hundred and* Fifteen, *before me,* W. F. Cook *a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared* Charles M. Stimson (a single man)

known to me to be the person whose name is *subscribed to the within instrument and acknowledged to me that* he *executed the same.*

Witness *my hand and official seal.*

W. F. Cook

Notary Public in and for said County and State of California

A G R E E M E N T made this 9th day of ~~October~~ Nov. 1913 by and between DAVID W. GRIFFITH of the Borough of Manhattan, City and State of New York, and George W Bitzer of the same place,

WITNESSETH that the said David W. Griffith, for and inconsideration of the promises and agreements of the said Geo W Bitzer hereinafter set forth, agrees to guarantee the said Geo W Bitzer the payment of a salary not to exceed the sum of Two hundred ($200.00) Dollars a week for a period of three years from the date hereof, and said David W. Griffith further agrees to give and pay over to the said George W Bitzer ten per cent of any profits the said David W. Griffith may derive from any stock holdings, which he may hereafter have in the Majestic Company, a New York corporation, and from any stock holdings he may hereafter have in the D. W. Griffith Company, or some name similar thereto, a corporation about to be formed by him in the State of New York, and from ~~[illegible]~~ any stock holdings he may ~~have~~ hereafter have in the Mutual Film Manufacturing Company, a Virginia corporation, and the said George W Bitzer agrees to accept the same.

That in consideration of the foregoing the said George W Bitzer agrees to accept exclusive employment as a motion picture photographer from any sources which the said David W. Griffith may select at a weekly salary not to exceed the aforesaid sum of $200.00 per week, and the said agrees to perform to the best of his ability all the duties incidental thereto for the period of three years from the date hereof.

And the said George W Bitzer further agrees not to accept employment from sources other than those selected by said David W. Griffith for a period of three years from the date hereof.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal the day and year first above written.

IN PRESENCE OF:

David W Griffith

_____

George W. Bitzer

CITY, COUNTY AND :
: ss.
STATE OF NEW YORK. :

On this day of October, one thousand nine hundred thirteen, before me personally appeared DAVID W. GRIFFITH and

to me known and known to me to be the individuals described in and who severally executed the foregoing Agreement, and they duly and severally acknowledged to me that they executed the same as their voluntary acts.

EZEKIEL FIXMAN.
CLARENCE M. LEWIS.
WALTER N. SELIGSBERG.

TELEPHONE 7973 / 7974 } CORTLANDT.
CABLE ADDRESS "MANFIX"

FIXMAN, LEWIS & SELIGSBERG
COUNSELLORS AT LAW
55 LIBERTY ST. NEW YORK

13th November 1913

Albert H. T. Banzhaf Esq.
2 Rector Street
City

Dear Mr. Banzhaf:

I return the proposed certificate of incorporation of David W. Griffith Corporation. I have indicated some corrections in pencil which I think will meet your approval.

Yours truly

W. N. Seligsberg

(enc.)
WNS.EL

- - - - - - - - - - - - - - - - - - - -

CERTIFICATE OF INCORPORATION

-of-

DAVID W. GRIFFITH CORPORATION

- - - - - - - - - - - - - - - - - - - -

Dated,

- - - - - - - - - - - - - - - - - - - -

ALBERT H. T. BANZHAF,
Attorney,
Office & P.O.Address,
No. 2 Rector Street,
Borough of Manhattan,
City of New York

CERTIFICATE OF INCORPORATION

-of-

DAVID W. GRIFFITH CORPORATION.

Fol. 1 We, the undersigned, being persons of full age and citizens of the United States, and one or more of us being residents of the State of New York, desiring to form a stock corporation pursuant to the provisions of the Business Corporations Law of the State of New York, do hereby make, sign, acknowledge and file this Certificate for that purpose, as follows:-

FIRST: The name of the proposed corporation is

DAVID W. GRIFFITH CORPORATION

SECOND: The purposes for which it is to be formed

" 2 are:

(1) To manufacture, buy, or otherwise acquire, sell, lease, or otherwise dispose of, license the use of, import, export, and generally trade and deal in moving picture films, and all tools, machinery and appliances necessary or convenient for the carrying on of the business of manufacturing such films.

(2) To produce, take and make, exhibit, license others to exhibit, sell, lease, dispose of, or otherwise turn to account, motion pictures and articles of every

" 3 kind and character used therein or therefor or in connection therewith.

(3) To manufacture, buy or otherwise acquire, and to sell, lease, trade and deal in, and to hold, own, use or license others to use, and to operate, equip, dispose of or otherwise turn to account, all kinds of photo-

Fol. 4 graphic apparatus, including cameras and projecting machines, and any and all materials, parts, accessories or other articles necessary or useful in connection therewith.

(4) To engage in and conduct a general photographic, printing and publishing business. To carry on the business of managers, lessees and proprietors of motion picture or other theatres and of all kinds of exhibitions
4 and places of amusement, and to operate and conduct the same; to conduct and operate studios; to employ actors, artists and other persons for the purposes of said business or of any other business carried on by the company, to acquire, own and dispose of plays, copyrights, and dramatic and other productions, and rights of every kind therein; and to conduct or provide for the conducting, representation and performance of any and all such
" 5 plays and productions, and generally of exhibitions and entertainments of every character and description.

(5) To apply for, obtain, register, purchase, lease, or otherwise to acquire, and to hold, use, own, operate and introduce, and to sell, assign, pledge or otherwise dispose of, any trademarks, tradenames, patents
5 inventions, improvements, formulae and processes used in connection with or secured under letters patent of the United States or of any foreign country, or elsewhere or otherwise, and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account any such trademark
" 6 tradenames, patents, inventions, improvements, formulae, processes, and the like, or any such property or rights, a with a view to the working and development thereof to carr on any business which this corporation may consider calcul to effectuate the use, exercise or development thereof, in

Fol. 7 so far as the same is not inconsistent with the Business Corporations Law.

(6) To conduct manufacturing operations of all kinds; to manufacture, purchase or otherwise acquire, hold, own, mortgage, pledge, sell, assign, transfer or otherwise dispose of, invest, trade, deal in and deal with, goods, wares, merchandise and property of every class and description; to transact a general mercantile business.

(7) To acquire, purchase, hire, hold, own, lease, occupy, use, improve or develop, and to mortgage, sell, exchange, dispose of, invest, trade and deal in, lands and real and personal property of every class and description, either in the State of New York, or in any
" 8 State or Territory of the United States, or elsewhere in any part of the world. To carry on a general construction and building business; and to erect, construct, improve, or aid or subscribe toward the construction, erection and improvement of mills, factories, warehouses, storehouses and buildings of all kinds.

(8) To purchase, subscribe to, acquire, hold, and dispose of the stocks, bonds and other evidences of indebtedness of any corporation, domestic or foreign, and to issue in exchange therefor its stock, bonds or other obligations, and, while owner of any such stocks, bonds,
" 9 or other obligations, to possess and exercise in respect thereto all the rights, powers and privileges of individual owners or holders thereof, and to exercise any and all voting power thereon. To aid in any manner, as permitted by law, any corporation or association of which any bonds or other securities or evidences of indebted-

Fol. 10 ness or stock are held by this corporation, and to do any acts or things designed to protect, preserve, improve or enhance the value of any such bonds or other securities or evidences of indebtedness or stock.

(9) To acquire the good will, rights, property and assets, and to undertake the whole or any part of the business and liabilities of any person, firm association or corporation, as a going concern, or otherwise, provided such business is within the authorization of the Business Corporations Law, and to pay for the same in cash, notes, stock, bonds, debentures, or other securities of this corporation, or otherwise.

(10) To make and enter into, and to carry out,

" 11 any and all contracts with any person, firm assodation or corporation, private, public or municipal, and with any Government or public authorities, for or in relation to any of the business herein set forth, or any business carried on by this Company and authorized under the law pursuant to which this company is organized.

(11) To make any guaranty respecting dividends, stocks, bonds, contracts or other obligations, so far as the same may be permitted to corporations organized under said Business Corporations Law.

(12) To do all and everything necessary, suitable and proper for the accomplishment of any of the

" 12 purposes, or the attainment of any of the objects, or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporations, associations, firms or individuals, and either as principal or agent, and to do every other act or acts,

4

Fol. 13 thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid business or businesses or powers or any part or parts thereof, provided the same be not inconsistent with the laws under which this corporation is organized, and to conduct its business in any part of the world.

(13) This corporation may also borrow money, contract debts, issue and dispose of its obligations for any amount, mortgage its property and franchises to secure the payment of any of its obligations or of any obligation or debt contracted for any purpose of its incorporation, or for the exercise of any of its corporate rights, privileges or franchises, in accordance and conformity with the laws of the State of New York.

The foregoing clauses shall be construed both as objects and powers; and it is hereby expressly provided
" 14 that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the general powers of the corporation, and the enjoyment thereof, as conferred by the laws of the State of New York upon corporations organized under the provisions of the Business Corporations Law, and it is the intention that the objects, purposes and powers specified and clauses contained in, the second paragraph of this charter shall, except where otherwise expressed in said paragraph, be nowise limited or restricted by reference to or inference from the terms of any other clause of this or any other paragraph in
15 this charter, but that the objects, purposes and powers specified in the second paragraph and in each of the clauses or paragraphs of this charter shall be regarded as independent objects, purposes and powers. But nothing herein contained is to be construed to authorize the

Fol. 16 formation of a monied corporation or of a corporation provided for by the banking, the insurance, the railroad, or the transportation laws or of a corporation deemed to possess any of the powers prohibited by the laws of the State of New York to a corporation formed under the provisions of the Business Corporations Law.

THIRD: The amount of the capital stock is Ten Thousand ($10,000.00) Dollars, all of which shall be common stock.

FOURTH: The number of shares of which the capital stock shall consist is one hundred (100) of the par value of One Hundred ($100.00) Dollars each, and the amount of capital with which said corporation will begin business is Five Hundred ($500.00) Dollars.

FIFTH: The Borough of Manhattan, City of New
" 17 York, in the County of New York and State of New York, is the place in which the principal business office of the company is to be located.

SIXTH: The duration of the corporation shall be perpetual.

SEVENTH: The number of directors of the corporation shall be four (4). And it is hereby provided, pursuant to law, that directors are not required to be stockholders.

EIGHTH: The names and post office addresses of the directors for the first year are as follows:

NAMES	POST OFFICE ADDRESSES
Mabel Dittenhoefer	108 West 141st Street, Borough of Manhattan, N.Y.C.
Fred Francis Weiss	156 East 94th Street, Borough of Manhattan, N.Y.C.
Albert H. T. Banzhaf	2 Rector Street, Borough of Manhattan, N.Y.C.

" 18

Fol. 19 David W. Griffith No. 2 Rector Street,
Borough of Manhattan, N.Y.C.

NINTH: The names and post office addresses of the subscribers to this Certificate, and a statement of the number of shares of stock which each agrees to take in the corporation are as follows:

NAMES	POST OFFICE ADDRESSES	NO. OF SHARES
Mabel Dittenhoefer	108 West 141st Street, Borough of Manhattan, N.Y.C.	1
Fred Francis Weiss	156 East 94th Street, Borough of Manhattan, N.Y.C.	1
Albert H. T. Banzhaf	2 Rector Street, Borough of Manhattan, N.Y.C.	3

TENTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors
" 20 are expressly authorized:

(1) To determine from time to time whether, and, if allowed, under what conditions and regulations the accounts and books of the company (other than the stock and transfer books), or any of them shall be open to the inspection of the stockholders, and the stockholders' rights in this respect are and shall be restricted or limited accordingly.

(2) Subject always to by-laws made by the stockholders, the Board of Directors may make by-laws, and from time to time may later amend or repeal the same. But any
" 21 by-laws made by the Board of Directors may be altered or repealed by the stockholders at any annual or special meeting.

(3) To fix, determine, and, from time to time, vary the amounts to be reserved out of accumulated profits as a surplus or reserve fund to meet liabilities or con-

Fol. 22 tingencies, or as working capital or for such other purposes as the directors shall in their absulute discretion think conducive to the interests of the company, to fix the time or times for each declaration and payment of dividends, if any; to determine whether any, and if any, what part of accumulated profits shall be declared in dividends and paid to the stockholders; to authorize and cause to be executed mortgages and liens upon the real
" 23 and personal property and franchises of the company; provided always that a majority of the whole board concur therein.

(4) The board of Directors shall have the power and authority, subject to the provisions of section 16 of the Stock Corporation Law, to sell, assign, mortgage, convey, or otherwise dispose of all the property and assets of the corporation on such terms and conditions as they shall prescribe, whether for cash or property or stocks, or other securities of other corporations.

(5) At all meetings of the Board of Directors and of the Executive Committee, the President, if he be Chairman of the meeting, or such other person as shall act as
" 23 Chairman thereat, shall be under no disability to vote on all questions brought before the meeting because of his being Chairman thereof, but he shall be free to vote on all questions brought before the meeting.

The Board of Directors may appoint not only other officers of the company, but also, if the by-laws so provide, one or more Vice-Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries; and to the extent provided in the by-laws, the persons so appointed respectively shall have and may exercise all the powers of the President, of the Treasurer, and of the

Fol. 23 Secretary, respectively. The by-laws may also provide for the appointment by a Board of Directors of a Chairman of said Board, and may confer upon such officer prescribed powers. The compensation of all officers shall be fixed by the Board of Directors, subject, however, to the right of the stockholders to limit the same by appropriate provision in the by-laws.

Any officer or employee of the company may be removed at any time by vote of the Board of Directors or by an Committee or superior officer upon whom such power
" 24 of removal may be conferred by the by-laws or by a vote of the Board of Directors.

Contracts between the company and any director or directors, or officer or officers, or any corporation or firm, in which such director or directors, or officer or officers may be interested, shall be valid, and any person who may be or become a director or officer of the company shall be relieved from all disability that might otherwise exist of contracting with the company for the benefit of himself or any corporation or firm in which he may be interested. Provided, however, that the stockholders
" 25 shall have the power by appropriate provision in the by-laws, to regulate and control the making of such contracts.

The company may use and apply its surplus earnings or accumulated profits to the purchase or acquisition of property, and to the purchase or acquisiton of its own capital stock from time to time, to such extent, and in such manner, and upon such terms as its Board of Directors shall determine; and neither the property nor the capital stock so purchased and acquired, shall be regarded as

Fol. 26 profits for the purpose of declaration or payment of dividends, unless otherwise determined by a majority of the Board of Directors; any shares of such capital stock so purchased or acquired may be resold unless such shares shall have been retired by decreasing the capital stock of the corporation as authorized by law.

The company reserves the right to amend, alter, change or repeal any provision contained in this Certificate in the manner now or hereafter prescribed by statute for the amendment of the certificate of incorporation, and all rights of stockholders are to be held and enjoyed subject to such rights of amendment, alteration, change and repeal.

" 27 IN WITNESS WHEREOF, we have made, signed and acknowledged this Certificate, in duplicate, this 14th day of November, in the year one thousand nine hundred and thirteen.

Mabel Dittenhoefer (L.S.)
Fred Francis Weiss (L.S.)
Albert H. T. Banzhaf (L.S.)
(L.S.)

" 28

CITY, COUNTY AND STATE OF NEW YORK. : ss.

On this 14th day of November, 1913, before me personally came and appeared MABEL DITTENHOEFER, FRED FRANCIS WEISS, ALBERT H. T. BANZHAF, to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they severally duly acknowledged to me that they executed the same.

Beatrice Morris
Notary Public
N.Y. COUNTY
2456
5023

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 14th, 1913.

State Treasurer,

Albany, N. Y.

Dear Sir:

Enclosed please find my certified check for $5 for organization tax of the DAVID W. GRIFFITH CORPORATION, the charter of which corporation I have this day forwarded to the Secretary of State.

Will you kindly notify said office in due course, and oblige,

Truly yours,

AHTB/RR

Enc.

November 14th, 1913.

Secretary of State,

Albany, N. Y.

Dear Sir:

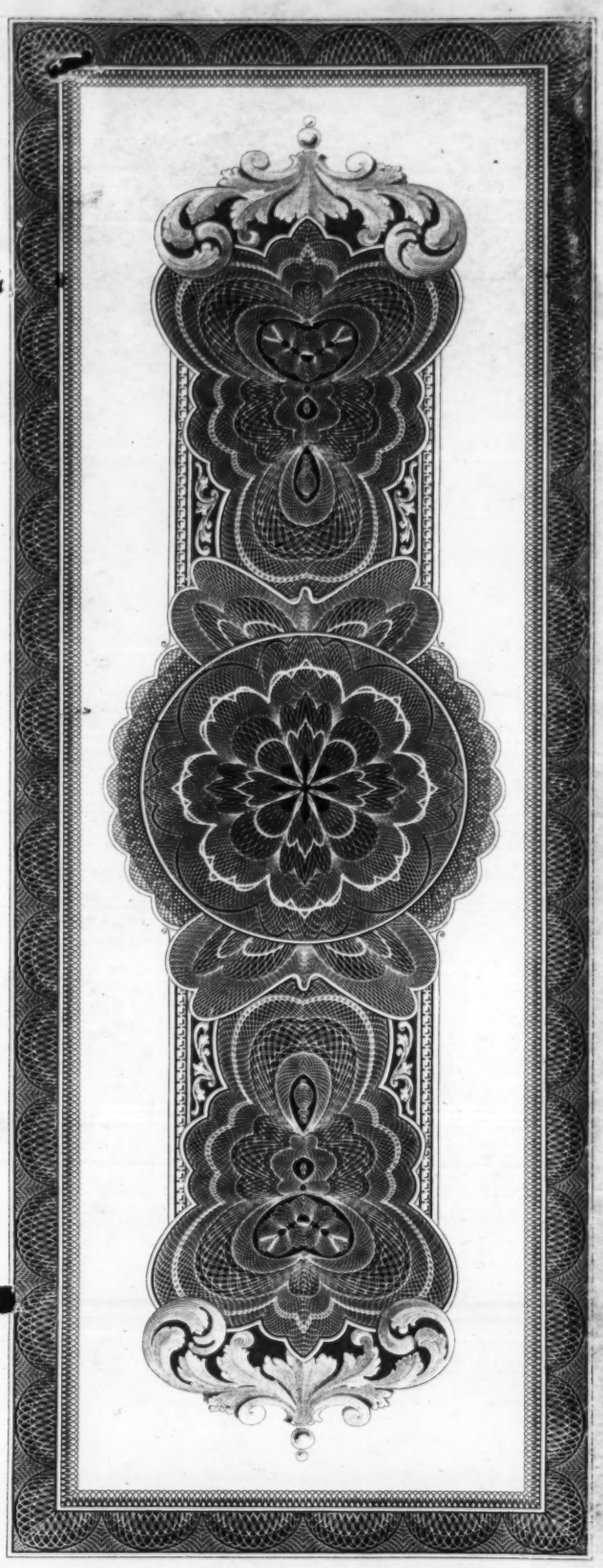
Enclosed please find certificate of incorporation of the DAVID W. GRIFFITH CORPORATION duly executed together with my check for $15 fof filing and recording the same.

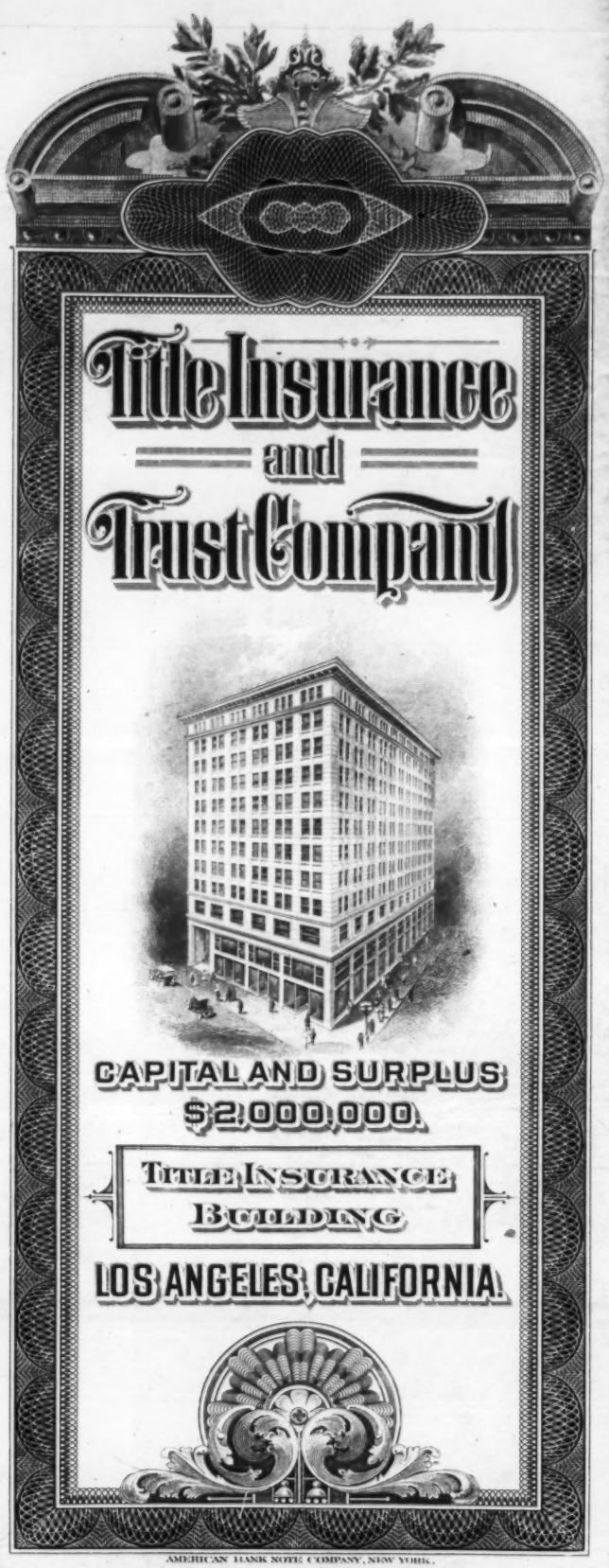
I have this day forwarded to the State Treasurer a certified check for $5, being the organization takefor the same. Will you kindly forward me receipt of payment.

Very truly yours,

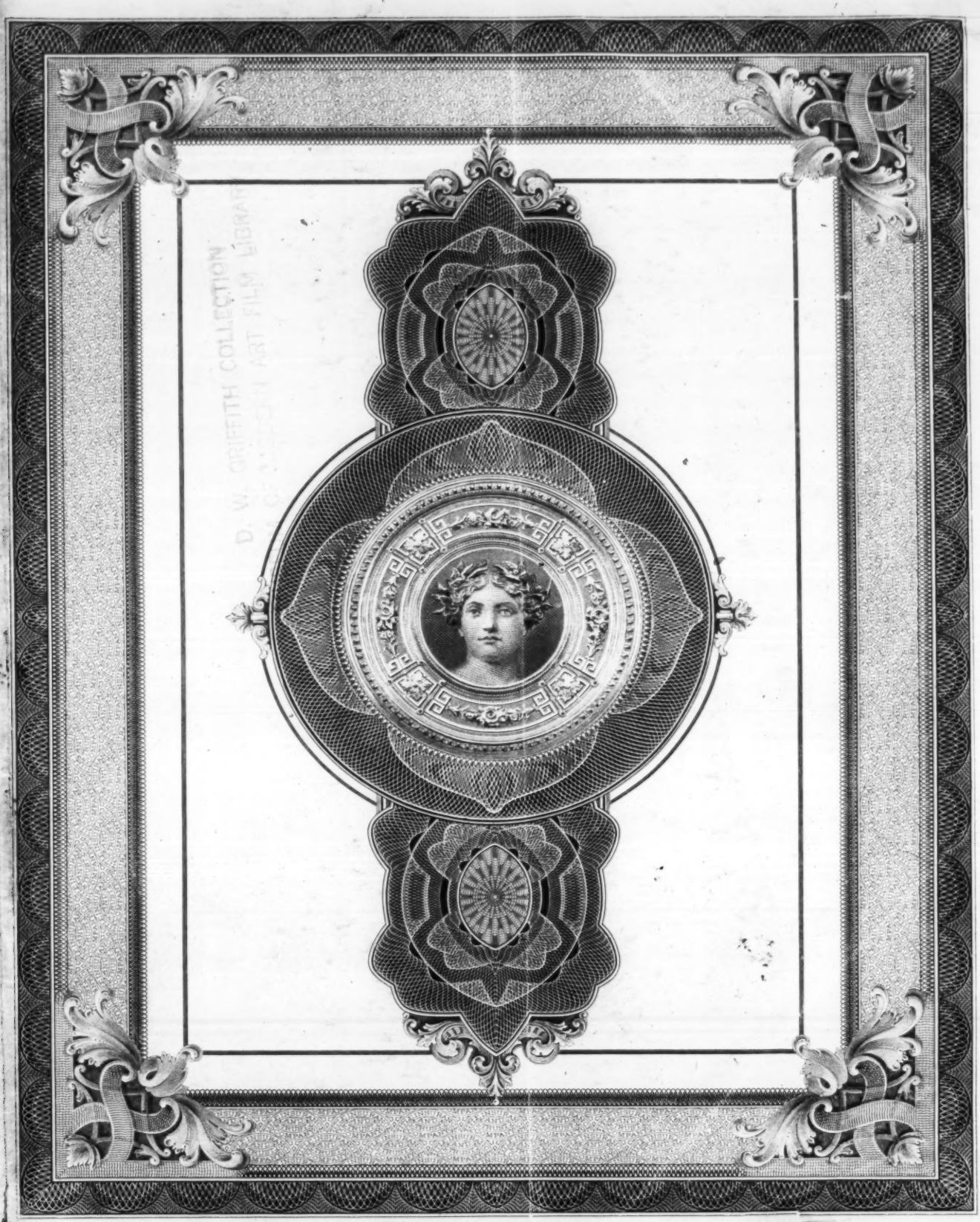
AHTB/RR

Enc.





AMERICAN BANK NOTE COMPANY, NEW YORK.



D. W. GRIFFITH COLLECTION
ART FILM LIBRARY

Form 81—10M-3-27-08

AP

Incorporated December 20th 1893

CABLE ADDRESS "TITLE TRUST."

Title Insurance and Trust Company

CAPITAL STOCK PAID UP $500,000.

CORNER FRANKLIN AND NEW HIGH STREETS.

DIRECTORS:

WM. H. ALLEN JR. PRESIDENT. M. S. HELLMAN. VICE PRES'T. JAS. H. SHANKLAND. VICE PRES'T.
O. P. CLARK. SEC'Y & TREAS. O. F. BRANT. MANAGER. W. F. BOTSFORD.
W. M. CASWELL. H. W. O'MELVENY. I. N. VAN NUYS.
WM. R. STAATS. DR. C. B. JONES.

LAW DEPARTMENT.
L. C. GATES. W. H. JAMISON.
H. W. O'MELVENY. W. S. ALLEN.
JAMES H. SHANKLAND J. H. PHILLIPS.
W. M. HIATT. D. O. ANDERSON.

LOS ANGELES, CAL.

Unlimited Certificate.

263/97 250877

Made at the request of Olive M. Peck.

After a careful examination of the Official Records of the .....County of Los Angeles, State of California, except those hereinafter mentioned, and of the records of the Federal Offices located at Los Angeles, in relation to the record title to that certain tract of land hereinafter described, the

Title Insurance and Trust Company

hereby certifies that said title, as appears from said records, is vested in

OLIVE M. PECK,

as her separate property.

FREE FROM ALL INCUMBRANCES.

EXCEPT. Taxes of the fiscal year 1908-1909.

DESCRIPTION.

Lot Twelve (12) of the Alma Tract, in the City of San Pedro, County of Los Angeles, State of California as per map recorded in Book 14 Page 12 of Maps, in the office of the County Recorder of said County.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 103—10M 5-08

This Certificate does not include an examination of, or a report on:

1. Rights reserved in United States Patents, or in the Certification of Indemnity Land selections, existing roads, water locations, mining claims, or matters relating thereto.

2. Records of or relating to Irrigation, Drainage, Reclamation, Levee, Protection, Storm Water, Boulevard and Sanitary Districts if the property described herein lies within the boundaries of any such districts.

3. Municipal taxes and assessments and the effect and operation of the municipal laws, ordinances and regulations, proceedings for street, sewer, shade tree and sidewalk improvements, and for opening, widening and other changes in streets or alleys, if the property described herein lies within the boundaries of any incorporated city except the City of Los Angeles.

4. Proceedings for street, street lighting, sewer, shade tree and sidewalk improvements, and for opening, widening and other changes in streets or alleys in the City of Los Angeles, unless the amount of assessment therefor has become fixed and shown as a lien by the recording of the warrant prior to the date hereof in the public office designated by law.

5. Instruments, trusts, defects, liens, easements, incumbrances, and rights or claims of parties in possession of all or any portion of said property, not shown by any public record of the City of Los Angeles, or of the County of Los Angeles, State of California, or by the records of the Federal offices located at Los Angeles.

6. The validity or legality of tax sales, street assessments, attachments, leases, easements, declarations of homestead and money judgments if any are mentioned as incumbrances in this Certificate.

IN TESTIMONY WHEREOF the Title Insurance and Trust Company has caused these presents to be duly signed by its President, attested by its Assistant Secretary, under its corporate seal, and countersigned by its Manager, this

First day of August 1908 at 8 A.M.

TITLE INSURANCE AND TRUST COMPANY.

By William H. Allen Jr.
President.

478/405

Countersigned
250877
-2-
O. T. Brown
Manager.

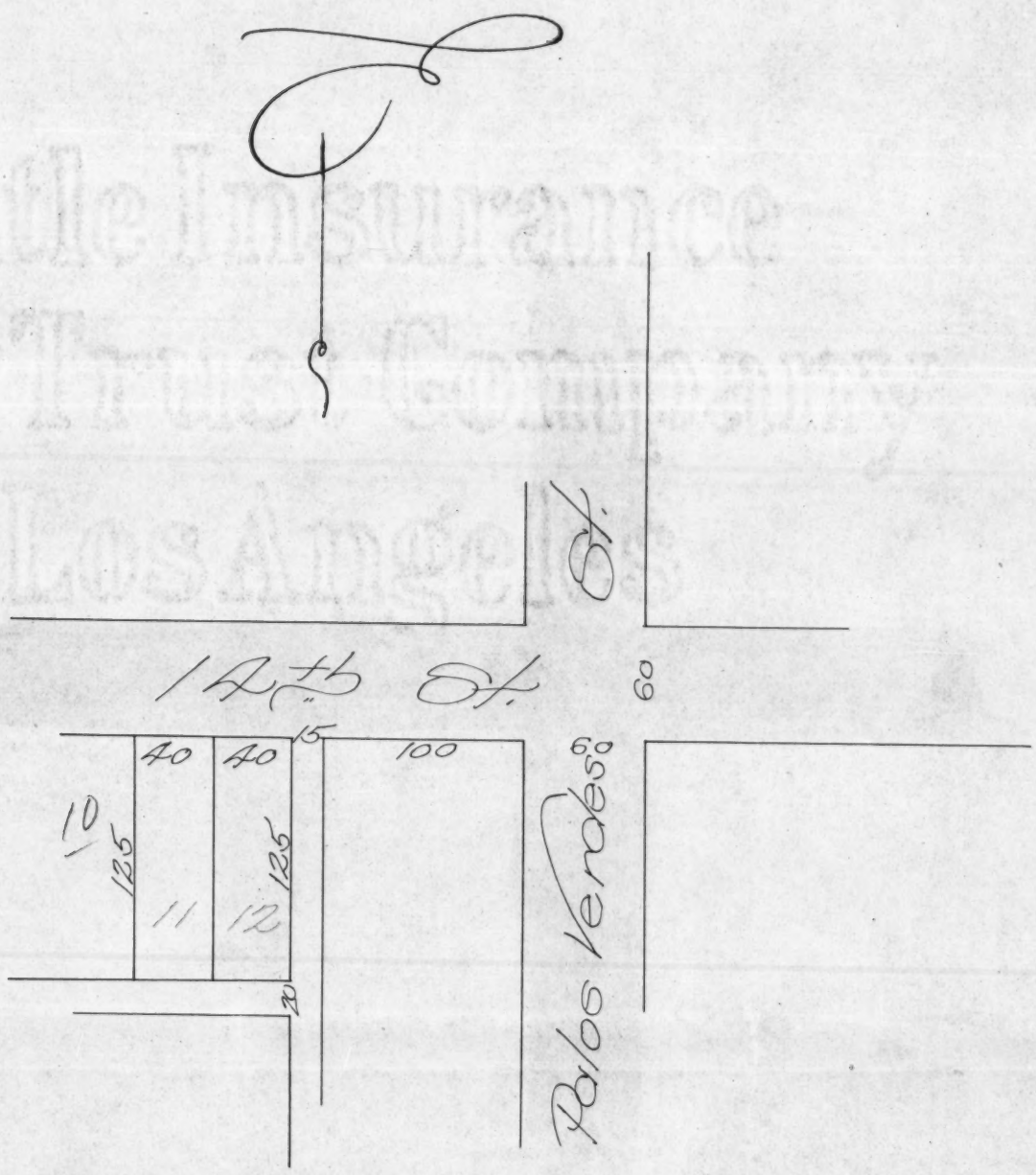
Attest. A. B. Brown
Assistant Secretary.

8

Form 209 E

250877

Plat
Showing Lot 12
Alma Tr.
as per map recorded in Book 1A
page 12 of Maps
Los Angeles Co.
Cal.



Form 84—5M 4-09 NK.

263/97 **Continuation Certificate** 286481

Made at the request of Peter A. Larson

(Any incumbrance shown in the preceding certificate, and not mentioned in this continuation, has been satisfied of record.)

After a careful examination of the Official Records of the City of Los Angeles and of the County of Los Angeles, State of California, except those hereinafter mentioned, and of the records of the Federal Offices located at Los Angeles, that are of date subsequent to the 1st day of August 1908 at 8 A. M. in relation to the record title to that certain tract of land hereinafter described, in continuance of a Certificate of Title made by the Title Insurance and Trust Company, of the above date, the

Title Insurance and Trust Company

hereby certifies that said title, as appears from said records subsequent to said date, is vested in

PETER A. LARSON,

FREE FROM ALL INCUMBRANCES.

DESCRIPTION.

Lot Twelve (12) of the Alma Tract, in the City of ~~Los Angeles,~~ and County of Los Angeles, State of California, as per map recorded in Book 14 Page 12 of Maps, in the office of the County Recorder of said County.

Form 103—10M-3-30-07

This Certificate does not include an examination of, or a report on:

1. Rights reserved in United States Patents, or in the Certification of Indemnity Land selections, existing roads, water locations, mining claims, or matters relating thereto.

2. Records of or relating to Irrigation, Drainage, Reclamation, Levee, Protection, Storm Water, Boulevard, and Sanitary Districts if the property described herein lies within the boundaries of any such districts.

3. Municipal taxes and assessments and the effect and operation of the municipal laws, ordinances and regulations, proceedings for street, sewer, shade tree and sidewalk improvements, and for opening, widening and other changes in streets or alleys, if the property described herein lies within the boundaries of any incorporated city except the City of Los Angeles.

4. Proceedings for street, street lighting, sewer, shade tree and sidewalk improvements, and for opening, widening and other changes in streets or alleys in the City of Los Angeles, unless the amount of assessment therefor has become fixed and shown as a lien by the recording of the warrant prior to the date hereof in the public office designated by law.

5. Instruments, trusts, defects, liens, easements, incumbrances, and rights or claims of parties in possession of all or any portion of said property, not shown by any public record of the City of Los Angeles, or of the County of Los Angeles, State of California, or by the records of the Federal Offices located at Los Angeles.

6. The validity or legality of tax sales, street assessments, attachments, leases, easements, declarations of homestead and money judgments if any are mentioned as incumbrances in this Certificate.

IN TESTIMONY WHEREOF the Title Insurance and Trust Company has caused these presents to be duly signed by its President, attested by its Secretary, under its Corporate Seal, and countersigned by its Manager, this

Third day of March 1910 at 8 A. M.

TITLE INSURANCE AND TRUST COMPANY.

By William H. Allen Jr. President.

2553/77

Countersigned

Attest

286481
-2-

Manager.

O. P. Clark

Secretary.

Title Guarantee & Trust Co.

INCORPORATED OCTOBER 28TH 1895.

CAPITAL STOCK $500,000??

SURPLUS $500,000??

OFFICERS & DIRECTORS

H. E. HUNTINGTON, President of the Los Angeles Railway Co.
W. L. GRAVES, Vice President Merchants National Bank.
J. B. BROKAW.
MARCO HELLMAN, Vice President Merchants National Bank.
L. C. BRAND, Secretary & Treasurer.
W. H. HOLLIDAY, President Merchants National Bank.
JNO. D. POPE, President.
E. W. SARGENT, Vice President.
T. K. HULME, Vice President & Trust Officer.
W. J. O'BRIEN, Ass't. Secretary.

LEGAL DEPARTMENT

E. W. SARGENT.
W. G. COOKE.
T. K. HULME.

CONSULTING ATTY'S.
TANNER, TAFT & ODELL.
JOHN D. POPE, Los Angeles.
C. J. WILLETT, Pasadena.

Los Angeles, Cal.

112/18 **Continuation Certificate** 245144

Made for the benefit of Carl Sternlov,

(All incumbrances shown in the preceding certificate and not mentioned in this continuation, are satisfied.)

After a careful examination of the Official Records of the City of and *County of Los Angeles, State of California, and of the records of the Federal Offices located at Los Angeles, that are of date subsequent to the* 3rd *day of* March, 1910, *at* 8:00 A.M., *in relation to the title of that certain real property hereinafter described, in continuation of a Certificate of Title made by* Title Insurance and Trust Company *of the above date, the*

Title Guarantee and Trust Company

A Corporation, having its principal place of business in the City of and County of Los Angeles, State of California,

hereby **GUARANTEES** *that the title of said property as it appears from said records, is vested in*

C A R L S T E R N L O V.

Free Of Incumbrances.

EXCEPT:-1st-Taxes for the fiscal year 1913-14.

2nd-A PURCHASE MONEY MORTGAGE, executed by Carl Sternlov, single, to secure three (3) notes aggregating Thirty-five Hundred Dollars ($3500.00), being two (2) notes for One Thousand Dollars ($1000.00) each, and one (1) for Fifteen Hundred Dollars ($1500.00), all dated July 1, 1913, payable on or before one (1), two (2) and three (3) years after date, respectively, with interest at seven per cent (7%) per annum, payable semi-annually; in favor of Charles M.

MD 245144

Stimson, filed for record July 9th, 1913.

DESCRIPTION.

Lot Twelve (12) of the Alma Tract, in the City of and County of Los Angeles, State of California; as per map recorded in Book 14, Page 12 of Maps, in the office of the County Recorder of said County.

THIS CERTIFICATE DOES NOT INCLUDE AN EXAMINATION OF:

First: Municipal Records and Liens created by the act of any city, other than the City of Los Angeles.

Second: Proceedings to construct sewers, improve and open streets and alleys, in the City of Los Angeles, until said streets or alleys are established, and the amounts of the benefits or liabilities assessed are determined, and by notice of record, become a lien under the statute.

Third: Irrigation, Drainage, Reclamation, Sanitary and Levee District Records.

Fourth: Mining Locations, Reservoir Sites and easements for Water Locations as reserved in U. S. Patents.

In Testimony Whereof *the* **Title Guarantee and Trust Company** *has caused these presents to be duly signed by its President, and attested by its* Assistant *Secretary under its Corporate Seal this* 9th day of July, 1913, at 9:00 A. M.

Title Guarantee and Trust Company

468/364

By L. C. Brand *President*

Passed by E. W. Sargent *Attorney*

Attest W. J. Bonney Assistant *Secretary*

FORM A 36—4-15-13—4000

Form 84½—7-28-15—5M

MFS-C.G. 4000.

AMERICAN BANK NOTE CO. NEW YORK

CABLE ADDRESS "TITLE TRUST"

Title Insurance and Trust Company

INCORPORATED DECEMBER 20TH 1893.

CAPITAL AND SURPLUS $1,250,000.

TITLE INSURANCE BUILDING

DIRECTORS:

WM. H. ALLEN, JR. PRESIDENT. M. S. HELLMAN, VICE PRESIDENT.
O. P. CLARK, SEC'Y & TREAS. O. F. BRANT, MANAGER.
W. M. CASWELL. DR. C. B. JONES.
WM. R. STAATS. WM. H. BURNHAM.
H. W. O'MELVENY. H. M. ROBINSON.
I. N. VAN NUYS.

LAW DEPARTMENT.
L. C. GATES. W. S. ALLEN.
H. W. O'MELVENY. J. H. PHILLIPS.
D. O. ANDERSON.

LOS ANGELES, CAL.

263/97 420379

Continuation Guarantee

Made at the request of David W. Griffith

(Any Incumbrance shown in the preceding certificate, and not mentioned in this continuation, has been satisfied of record.)

After a careful examination of the Official Records of the City of Los Angeles and of the County of Los Angeles, State of California, except those hereinafter mentioned, and of the records of the Federal Offices located at Los Angeles, that are of date subsequent to the 9th day of July 1913 at 9 A.M. in relation to the record title to that certain tract of land hereinafter described, in continuance of a Certificate of Title made by TITLE GUARANTEE AND TRUST COMPANY of the above date (but without any examination of said records prior thereto, and without any liability for the correctness or incorrectness of said certificate), the

Title Insurance and Trust Company

hereby **Guarantees** that said title, as appears from said records subsequent to said date, is vested in

DAVID W. GRIFFTH.

FREE FROM ALL INCUMBRANCES.

EXCEPT. An action pending in the Superior Court entitled The City of Los Angeles, plaintiff, vs David W. Griffith, et al, defendants, to condemn the North five (5) feet of said lot for widening Fourteenth Street. See B-25026 Superior Court.

Form 103A—7-28-15—5M

LOS ANGELES CITY PROPERTY

DESCRIPTION.

Lot Twelve (12) of the Alma Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 14 Page 12 of Maps, in the office of the County Recorder of said County.

This guarantee does not include an examination of, or a report on:

1. Adverse and possessory claims or rights not shown by the Official Records hereinbefore mentioned.

2. Proceedings for municipal or district improvements involving local or special assessments unless the amount of assessment therefore has become a lien of record in the manner provided by law.

3. Proceedings and assessments by any City, other than Los Angeles, for the improvement of, or sewers in, any street or public place, forming an exterior boundary of Los Angeles City.

4. The validity of any tax sales, public assessments, attachments, leases, easements, declarations of hometead or money judgment mentioned in this Guarantee.

IN TESTIMONY WHEREOF, the Title Insurance and Trust Company has caused these presents to be duly signed by it President, attested by its Assistant Secretary, under its corporate seal, and countersigned by its Manager, this Twenty-third day of November 1915 at 8 A.M.

TITLE INSURANCE AND TRUST COMPANY,

1047/136

Countersigned
420379
-2-

Manager.

By William H Allen Jr
President.

Attest
Assistant Secretary.

All Engravings, Woodcuts and Dies remain our property unless distinctly charged.

THE BROUN-GREEN COMPANY

Printers, Stationers, Lithographers, Engravers,

48 JOHN STREET.

Telephone, 6110 John

Bonds and Stock Certificates Engraved or Printed.

Prospectuses, Booklets, Circulars, Letter, Note and Bill Headings

Order No. N 27493 NEW YORK. Nov 26/13

Sold to Albert H T Banzhaf

Address 2 Rector St N Y

Terms: Net, without discount.
Statements are rendered monthly for each month's purchases.
Payments are customary by 10th of following month.

Order No. (Customer's)

Salesman JAR

1	Book 50 Stk Certificates form 852 green	7 00	
1	#2 Seal Press	1 50	
1	#2 Combination Book, Book of Account Stk Book & Ledger	1 25	
1	I P Binder #513 with Corp Cal	2 75	
1	Cash Book & Ledger 300 pages #1469	1 20	
1	Bentleys Corporate Finance & Accounting	4 00	17 70
	David W Griffith Corporation		

PAID
JAN 7 '14
THE BROUN-GREEN COMPANY

CAPITAL STOCK, $50,000

INCORPORATED UNDER THE LAWS OF NEW YORK

NUMBER 1

SHARES -100-

Cascadian Spring Water Company

Common Stock $10,000

Preferred Stock $40,000

This is to certify that D. W. Griffith is the owner of One Hundred ---------- SHARES OF THE PREFERRED CAPITAL STOCK OF

CASCADIAN SPRING WATER COMPANY

transferable only on the books of the Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness the seal of the Company and the signatures of its duly authorized Officers affixed this Fifteenth day of December 1913

D. W. Griffith — TREASURER

W. R. Ayles — PRESIDENT

The Brown-Green Co. 48 John St. N.Y.

SHARES 100 EACH

NOTICE. THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.

For Value Received _____ *hereby sell, assign and transfer unto*

the Shares of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ *Attorney*

to transfer the said Stock on the books of the within named Company with full power of substitution in the premises.

Dated _____ *19* ____

In presence of

_____

_____

E PLURIBUS UNUM

CASCADIAN SPRING WATER COMPANY

CERTIFICATE

FOR

SHARES

OF THE

PREFERRED

CAPITAL STOCK

ISSUED TO

_____

_____

DATED

_____

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CAPITAL STOCK, $50,000

INCORPORATED UNDER THE LAWS OF NEW YORK

NUMBER 18

SHARES —100—

Cascadian Spring Water Company

Common Stock $10,000

Preferred Stock $40,000

This is to certify that D. W. Griffith is the owner of — One Hundred — Shares of the PREFERRED CAPITAL STOCK of

CASCADIAN SPRING WATER COMPANY

transferable only on the books of the Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness the seal of the Company and the signatures of its duly authorized Officers affixed this Fifteenth day of December 1913

D. W. Griffith — TREASURER

A. P. Edgley — PRESIDENT

The Brown-Green Co. 48 John St. N.Y.

SHARES 100 EACH

E PLURIBUS UNUM

CASCADIAN SPRING WATER COMPANY

CERTIFICATE

FOR

SHARES

OF THE

PREFERRED

CAPITAL STOCK

ISSUED TO

DATED

NOTICE. THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.

For Value Received _____ *hereby sell, assign and transfer unto* _____ *the Shares of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint* _____ *Attorney to transfer the said Stock on the books of the within named Company with full power of substitution in the premises.*

Dated _____ *19* ____

In presence of

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TO DAVID W. GRIFFITH CORPORATION:

I am, as you probably know, very prominent in the production of motion pictures in the United States, and have had many years' experience in the direction of such productions, and am known throughout the world as one of the foremost motion picture directors and producers.

I am under contract with Mutual Film Corporation, Carlton Motion Picture Laboratories and Majestic Motion Picture Company, by which those companies have the use of my name in connection with certain pictures which I am directing and producing for them. Some of those pictures, however, are to be produced, and I am to have the sole right to market the same, and I propose to exercise that right through your corporation if this offer be accepted. I propose therefore to grant to you for the term of three years from December 1, 1913, the right to use my name in connection with the distribution and sale of motion picture productions, and I agree that such right shall be exclusive, except that it is limited by the arrangements with the corporations above named, and I agree not to grant the right to use my name during that period to any other person or corporation, and I warrant further that no persons or corporations have the right to use my name in connection with motion picture productions except Mutual Film Corporation, Carlton Motion Picture Laboratories and Majestic Motion Picture Company.

In payment for this privilege you are to pay to me the sum of Ten thousand ($10,000) dollars

which shall be payable either in cash or in full paid and non-assessable shares of your capital stock aggregating the sum of Ten thousand ($10,000) dollars in value, at par; this amount to include the five shares subscribed by the incorporators of your company and to be in full payment thereof

Dated December 30, 1976.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TO DAVID W. GRIFFITH CORPORATION:

I am, as you probably know, very prominent in the production of motion pictures in the United States, and have had many years' experience in the direction of such productions, and am known throughout the world as one of the foremost motion picture directors and producers.

I am under contract with Mutual Film Corporation, Carlton Motion Picture Laboratories and Majestic Motion Picture Company, by which those companies have the use of my name in connection with certain pictures which I am directing and producing form them. Some of those pictures, however, are to be produced, and I am to have the sole right to market the same, and I propose to exercise the right through your corporation if the offer be accepted. I propose therefore to grant to you for the term of three years from December 1, 1913, the right to use my name in connection with the distribution and sale of motion picture productions, and I agree that such right shall be exclusive, except that it is limited by the arrangements with the corporations above named, and I agree not to grant the right to use my name during that period to any other person or corporation, and I warrant further that no person or corporations have the right to use my name in connection with motion picture productions except Mutual Film Corporation, Carlton Motion Picture Laboratories and Majestic Motion Picture Company.

In payment for this privilege you are to pay to me the sum of Ten thousand ($10,000) Dollars which shall be payable either in cash or in full paid and non-assessable shares of your capital stock aggregating the sum of Ten thousand ($10,000) dollars in value, at par; this sum to include the five shares subscribed by the incorporators of your company and to be in full payment therefor.

Dated December 30, 1913.

_____

1914

SAPHO #2- WEEK ENDING 1/11/14

RENTALS.

This week	$ 941.55	
Previously Reported	14,414.59	$ 15,356.14
Other charges Previously Reported		5,900.00
		$ 21,256.14

RECEIPTS.

This week	1,082.30	
Previously reported	12,762.10	$ 13,844.40
Other Receipts Previously Reported		5,900.00
		$ 19.744.40

BALANCE OUTSTANDING. $ 1,511.74

DISBURSEMENTS

20% of Collections	216.46	
150,000 Heralds (Wilson)	150.00	
3 sets newspaper cuts " (Wilson)	3.50	
2 originals for work	3.00	
300 Post cards (Kraus)	1.00	
Reel Life Adv.10/26 to 12/27	455.00	
Previously Reported	12049.75	$ 12,878.71

NET CASH RECEIPTS FOR PAYMENT 1/24/14 $ 6,865.69

MAJESTIC M. P. CO. PRODUCTION COST. $ 11,536.14

SAPHO #2 WEEK ENDING 1/11/14.

Branches	Rentals this wk.	Prev. Reported.	Total.	Collec. This wk.	Prev. Reported.	Total.	Balance
Milwaukee	55.55	708.40	763.95	79.15	579.55	658.70	105.25
Chicago, M.	126.05	166.10	292.15	147.85	134.45	282.30	9.85
Cleveland	56.20	825.55	881.75	47.95	733.95	781.90	99.85
N.Y. Western	30.80	161.80	192.60	30.80	102.20	133.00	59.60
Atlanta, Mut.		908.25	908.25		642.35	642.35	265.90
Boston	28.65	223.95	252.60	139.00	90.45	229.45	23.15
Dallas	36.80	1180.80	1217.60	67.65	1101.81	1169.46	48.14
Denver	84.70	1308.81	1393.51	225.60	1105.81	1331.41	62.10
Indianapolis		234.40	234.40		211.00	211.00	23.40
Minneapolis, Mut.		506.00	506.00		501.20	501.20	4.80
New Orleans	23.15	697.65	720.80	50.35	532.95	583.30	137.50
Washington	24.25	412.75	437.00		412.00	412.00	25.00
St. Louis	25.50		25.00				25.00
Baltimore		320.75	320.75		320.75	320.75	
San. Fran.	268.85	3723.95	3992.80	84.40	3397.30	3481.70	511.10
Los Angeles		851.10	851.10		851.10	851.10	
C.F.F.Phila.	54.00	1409.90	1463.90	54.00	1409.90	1463.90	
C.F.F. Pitts.	75.00	774.43	849.43	103.50	635.33	738.83	110.60
C. F.F.Chicago.	52.05		52.05	52.05		52.05	
	941.55	14414.59	15356.14	1082.30	12762.10	13844.40	1511.74

RUY BLAS # 8 WEEK ENDING 1/11/14.

DISBURSEMENTS.

100,000 one sheet Posters (Kraus)	$ 300.00	
3 sets newspaper cuts (Wilson)	3.50	
2 originals for newspaper work (Wilson)	3.00	
Reel Life Avd.	35.00	
Previously Reported	488.40	$ 829.90

MAJESTIC M. P. CO. PRODUCTION COST.

$ 3,308.72

MAJESTIC MOTION PICTURE CO.

Week Ending 1/11/14.

SPEICAL FEATURE CASH RECEIPTS FOR DISTRIBUTION.

	DEFICIT	AVAILABLE.
SAPHO # 2		$ 6,865.69
RUY BLAS # 8	$ 829.90	
	$ 829.90	$ 6,865.69
NET AVAILABLE	6,035.79	
	$ 6,865.69	$ 6,865.69
PREVIOUSLY CREDITED MAJ.		6,123.95
NET AVAILABLE		6,035.79
DEFICIT 1/24/14		88.16
TOTAL CREDITED		6,123.95
PREVIOUSLY PAID		6,000.00
	BALANCE.	123.95

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FIXMAN, LEWIS & SELIGSBERG
COUNSELLORS AT LAW
55 LIBERTY ST. NEW YORK

EZEKIEL FIXMAN.
CLARENCE M. LEWIS.
WALTER N. SELIGSBERG.

TELEPHONE 7973 / 7974 } CORTLANDT.
CABLE ADDRESS "MANFIX"

14th January 1914

Albert H. T. Banzhaf, Esq.
2 Rector Street
City

Dear Sir:

I enclose draft of proposal from Griffith to the Griffith Company, which meets my ideas.

Faithfully yours

W. N. Seligsberg

(ENC.)

WNS.FL

January 16th, 1914.

Mr. Walter M. Seligsburg,
55 Liberty Street,
New York City.

Dear Mr, Seligsburg:

I enclose herewith assignment of one share of stock to me duly executed and acknowledged by David W. Griffith as per your request.

I also beg to acknowledge receipt of your favor of the 14th inst. enclosing draft of proposal from Griffith to the Corporation and will have the same signed by Mr. Griffith with an additional clause at the end thereof that the same be in full payment of the stock subscribed for by the incorporators.

Thanking you for your prompt attention in the matter, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB/RR

Enc.

A G R E E M E N T made this 31st day of January, 1914, between Woodson R. Oglesby of Yonkers, Westchester County, New York, party of the first part, and David W. Griffith, and Albert L. Griffith, of the Borough of Manhattan, County, City and State of New York, parties of the second part, in manner following:

The party of the first part hereby gives and grants to the parties of the second part an option for the term of two years from the first day of February, 1914, to the first day of February, 1916, to purchase all the right, title and interest of the party of the first part in and to the Cascadian Spring Water Company, a corportion organized and existing under and by virtue of the laws of the State of New York, whether said interest be represented by common stock, preferred stock or claims against said Company for monies paid to said Company for stock not yet issued, or advanced to said Company, or for any other cause or reason whatever, for the sum of the several amounts paid by the party of the first part into the treasury of said Company, plus the amounts paid by him for or on behalf of said company or for property conveyed to said company, including the sum of $800.paid to S. M. Hard for one-half his interest in and claims against the said company, and the sum of $1,500 hereafter to be contributed within 15 days from the date hereof by the party of the first part to the Cascadian Spring Water Company, with legal interest on the said several sums to February 1st, 1914, to be paid as hereinafter set forth, with legal interest from February 1st, 1914.

The amount of said several sums shall be ascertained within sixty days from the date hereof and indorsed at the foot of this agreement.

The party of the first part hereby guarantees to the

party of the second part that he is the sole owner of all of the stock of the Cascadian Spring Water Company now issued and outstanding other than such stock as has been heretofore issued to David W. Griffith, one of the parties of the second part, or to Linda A. Griffith.

In consideration of said option, the parties of the second part hereby agrees:

FIRST: That said Albert L. Griffith, one of the parties of the second part, shall take charge of said business and devote his entire time and attention thereto and use his best efforts to promote the success of said business, and particularly in selling and promoting the sale of all products of said business as now conducted, together with such other products as may hereafter be determined upon by said parties of the second part, for the term of two years from said first day of February, 1914; provided, however, that if the said Albert L. Griffith shall fail, neglect and refuse to carry out and perform any of the conditions of this agreement provided herein to be done or performed by him to the satisfaction of said David W. Griffith, said David W. Griffith shall have the option to employ some one else in the place and stead of said Albert L. Griffith, subject, however, to all the other conditions set forth in this agreement.

SECOND: That no indebtedness or liability of any kind shall be incurred in the management and control of said business that shall be or may become a charge against the share thereof owned by the party of the first part, or represented by his stock interest in said Cascadian Spring Water Company, and all working capital required for the proper conduct and carrying on of said business, not derived from the net earnings thereof, shall be provided by the

parties of the second part during the term for which this option is given, and during the term of any extension thereof.

THIRD: That one-half of the net earnings of said Company during the term of this option, or of any extension thereof, shall be paid to the party of the first part on account of the purchase price of his interest in said Company as hereinbefore fixed on the first day of November of each year until the entire purchase price, together with interest thereon, shall be fully paid. The said earnings shall be credited, first, to the payment of any interest owing on said purchase price, and the balance thereof on the principal.

FOURTH: Provided the terms of this agreement have been fully kept by the parties of the second part, and on or before said 1st day of February, 1916, the interest on the purchase price, as above stated, for two years, shall have been fully paid to the party of the first part, either out of the net earnings of said business, or by the parties of the second part, or either of them, this option shall be extended to the first day of February, 1917, and from year to year thereafter, provided said annual interest be paid at the end of each year, to the first day of February, 1921.

FIFTH: Parties of the second part, or either of them, shall have the right at any time during the term of thisoption agreement, or any extension thereof as herein provided, upon giving teh days notice to the party of the first part, of their, or his intention to do so, to pay the balance then remaining unpaid upon the purchase price, as herein provided, to the party of the first part, and upon such payment being made, all stock and an assignment and release of all the right, title and interest of the

party of the first part in and to, and all claims of the party of the first part of any kind and nature whatsoever against said Cascadian Spring Water Company, duly executed, shall be delivered to the parties of the second part, or either of them, who may so purchase.

SIXTH: It is understood and agreed that the party of the first part, and David W. Griffith, one of the parties of the second part, shall and so soon as convenient hereafter, will, cause to be issued to themselves preferred stock of said Cascadian Spring Water Company, in lieu of all claims against said Company for monies advanced thereto or for the benefit thereof, and for which stock of said Company has not heretofore been issued to them respectively.

SEVENTH: The parties of the second part will keep in force policies of insurance in reliable Companies against fire, accident, and indemnity for injuries to employees ample to fully protect the Company, and will comply with the requirements of the laws of the State of New York, and of the United States applicable to the conduct of said business.

EIGHTH: The parties of the second part will replace machinery, bottles and other equipment lost, broken or destroyed, and maintain same to a standard at least equal to the present conditions.

NINTH: The party of the first part further agrees that within sixty days after the execution of this agreement, he will deposit in a Safe Deposit Company in the City of New York, in the joint names of the parties hereto, all of his stock in the said Cascadian Spring Water Company, together with an agreement that during the life of this agreement said stock shall not be removed therefrom without the written consent of all the parties hereto. It is agreed

that the cost of the rental of said box shall be paid by the parties of the second part.

TENTH: It is further agreed by the parties hereto that after the expiration of 9 months from the date of this agreement the parties of the second part or either of them shall have the right to surrender the option hereby granted at any time upon sixty days written notice to the party of the first part, provided that the parties of the second part or either of them shall before such surrender pay all running expenses incurred by said company to the date of such surrender.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in triplicate, the day and year first above written.

W. R. Ellyson (L.S.)

David W. Griffith (L.S.)

Albert L. Griffith (L.S.)

Sunset Phone: Boyle 3031 Home Phone: 41502

Majestic Motion Picture Co.

Western Studio

651 Fairview Ave. Los Angeles, Cal.

February 16,1914.

Mr. A. W. Hale,
Los Angeles,
California.

Dear Sir:-

It is with the greatest regret that we are compelled to ask you to accept this as your regular two weeks notice, to take effect on February 28, 1914.

We wish to assure you that this is no reflection whatever upon your artistic ability or quality of endeavor and is simply occasioned by a condition of business emergency requiring us to make a reduction in forces.

Wishing you all success in your future work

We are,

Very sincerely yours,

MAJESTIC MOTION PICTURE CO.

Per. D. W. GRIFFITH.

H. E. AITKEN.

My dear Mr. Griffith: Now that I am down and out and lost my leg and am I have a wonderful chance to get well of I can stay here for 6 weeks I wond be please help me out. Albert Wh

Please address:
c/o Arlington Hotel
Hot Springs, Ark.

Jan. 12/30.

My dear Mr: Griffith:

The Dr. here says if I take 40 baths and his treatment every day, in 6 weeks I shall be okc. and be able to use my arm and leg.. Please Mr: Griffith help me by wiring me a few dollars so I can start my treatments at once. God will bless you and I be grateful forever.

Please Wire me your help: c/o Arlington Hotel

Albert W. [redacted]

Hot Springs Ark

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 21st, 1914.

Collector of United States Internal Revenue,
Third Ave. and 16th Street,
New York City.

Dear Sir:

I wish to request an extension of time for the filing of the income tax statement of David W. Griffith, whose residence is the Hotel Astor, 44th Street and Broadway, New York City, and who has for the last month been in Los Angeles, Cal., and will not return until some time next summer. This extension is for the purpose of receiving from him through the mails his personal return. I would, therefore, respectfully request an extension until March 31, pursuant to the regulations of the T. D.

Will you kindly also forward to me six personal income tax blanks, and oblige

Very truly yours,

AHTB/RR

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

NEW YORK, N. Y.

OFFICE OF THE COLLECTOR
THIRD DISTRICT OF NEW YORK

Called at office 9-11-14 of Collector Friary and stated that statement had been filed in his office and that same was satisfactory

February 24th, 1914.

Albert H. T. Banzhaf, Esq.,

2 Rector Street,

New York.

Sir:

Yours of the 21st received. Extension granted till March 31st, 1914 in which to file the return of David W. Griffith,

Respectfully,

Hugh L. Marshall

Collector.

New York, February 1914

CARLTON MOTION PICTURE LABORATORIES:

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

I hereby resign as director of CARLTON MOTION PICTURE LABORATORIES, this resignation to take effect at once.

Yours truly

Home Phone 59195

D. W. Griffith,
General Manager

Carlton Motion Picture Laboratories

Western Studio

Reliance

4500 Sunset Boulevard Los Angeles, Cal.

March 3, 1914.

Mr. Albert H. T. Banzhaf,
#2 Rector Street,
New York City.

Dear Mr. Banzhaf:

Trying to reply to your letter of the 25th ultimo, will state that the company arrived in California, also the Chief. Working very hard and getting good results. In regard to the rumor about the Chief leaving the Mutual, to my knowledge there is no base for such a rumor. You know more about that then any one else.

Relative to the income tax statement, will say that Mr. Griffith has no revenues of income fromany source during the period to which the income tax calls for. However, I have filed a statement here in the Internal Revenue office for Mr. Griffith, as his secretary, putting his income to be $19,800.00, with the deduction allowed by law. Of course, according to the income tax papers, all I filed was the amount stated above. You know how Mr. Griffith is and it is pretty hard to get any more information than the amount stated. I wired you upon reaching here to take that matter up with Mr. Griffith, and took it for granted that you had done so. However upon his arrival I made investigations at the Internal Revenue office and I believe the statement filed by me as his secretary will cover any further worry about same.

I have this day looked for the minute book of the D. W. Griffith corporation and cannot find same. Will have to take the matter up with Mr. Griffith. Anything further I can do for you, kindly let me know.

A. H. T. B. #2 March 3, 1914.

If the income tax statement should not be what you think it should be, let me know immediately and I will take it up with Mr. Griffith and do all I can to assist you in this matter. With best wishes, I am,

Yours truly,

Walter Stanhope

WS/N

P.S. — Just saw chief, will send minute book tomorrow

W. S.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 9th, 1914.

Mr. Walter Stanhope,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Stanhope:

I have your favor of the 3d inst., and am glad to hear that things are going along nicely.

Relative to income tax statement, beg to state that I was unable to have Mr. Griffith file the statement here pursuant to your wire at the time you left for the reason that all his records at that time had been shipped West, and he accordingly promised to take care of the same on his arrival at Los Angeles. However, since you have filed the statement in the West, I have notified the Eastern office to that effect and will, therefore, not file any statement here.

I do not know what Mr. Griffith's income was from the Biograph and therefore cannot properly advise as to the sufficiency of the amount which you return. The tax, of course, should have been based upon his income from said company from March 1st, 1913, to date of his resignation; then his income should have been figured from the Majestic and the Mutual from November 1st to December 31st. The tax on the income from the Reliance, I understand, was deducted at the source and therefore the income from that company need not be included in the statement. Mr. Griffith is also entitled to deduct the $2,500 exemption; all and any loss for operating his farm; all money paid as interest on mortgages, taxes and any salaries of employees and disbursements for legal services connected with his business affairs, not personal, and if you have taken all these things into consideration and have approximately arrived at a correct return the same will be O.K. for the reason that the collectors will not, the first year, be over-zealous in examing the same.

In reference to Mrs. M. matter I had a long conversation with her, but the information I got is not sufficient for our purposes. The other day I mailed the "chief" a copy of the California Act, and I think it would be very advisable to try and get evidence which may be used, if found necessary. This is very important and should receive immediate attention. Can you ascertain when Mr. M. and Mrs. G. expect to return and if they will not return before June I would be willing to come out there in order to procure the necessary evidence.

W. S.--#2 3/9/14

Trusting to hear from you with reference to these matters I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB/RR

Home Phone 59195

D. W. Griffith,
General Manager

Carlton Motion Picture Laboratories

Western Reliance Studio

4500 Sunset Boulevard Los Angeles, Cal.

March 10, 1914.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr. Albert Banzhaf,
#2 Rector Street,
New York City.

Dear Sir:

Your letter to Mr. Griffith is at hand this morning, calling his attention to the income tax. I wrote you last week about same having been filed at this point. Shall forward the minute books of the D. W. G. affairs some time this week. With best wishes, I am,

Yours truly,

Walter Stanhope

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK
TELEPHONE 2885 RECTOR

March 31st, 1913

D. W. Griffith, Esq.,
Los Angelos, Cal.

My dear Mr. Griffith:

I enclose a copy of letter, which I have this day written to the Variety Publishing Co. in reference to their article on Judith. Your brother called my attention to the article in the Variety, and I believe my letter to them will have good results.

I enclose statement for February and March and would appreciate a check for the same.

Very truly yours,

Albert H. T. Banzhaf

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK
TELEPHONE 2885 RECTOR

March 30th, 1914

Mr. David W. Griffith,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Griffith:

I attended the preliminary directors' meeting of the Reliance Company, which was adjourned till tomorrow, at which time it is proposed to declare a dividend.

I had another little conference with Mr. Aitken and he tells me that things are at last working around very nicely and that both the Reliance and the Majestic will be on a good paying basis within ten days. He also confirms the the proposition that your production "Home Sweet Home" will be a D. W. Griffith Corporation feature. Mr. Aitken is very jubilant over the general situation.

Can you not advise me as to how conditions are out there so that I may be better qualified to watch conditions here.

Trusting that you are enjoying your usual good health, I remain

Very truly yours,

Albert H. T. Banzhaf

AHTB/RR

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE GANGSTERS.

Mar. 2	91.75
" 3	144.25
" 4	174.25
" 5	177
" 6	152.50
" 7	340.25
" 8	491.25
	1571.25

THE GANGSTERS.

Mar. 9	152.
" 10	134.
" 11	140.75
" 12	122.
" 13	103.25
" 14	260.
" 15	421.25
	1333.25

THE GANGSTERS.

Mar. 16	112.25
" 17	127.
" 18	100.25
" 19	95.75
" 20	88.
" 21	187.
" 22	237.50
	947.75

"DOPE".

Mar. 23	78.25
" 24	100.25
" 25	129.75
" 26	120.
" 27	106.50
" 28	158.25
" 29	309.75
	1002.75

"DOPE".

Mar. 30	84.50
" 31	92.75
Apr. 1	82.75
" 2	71.50
" 3	57.75
" 4	120.75
" 5	127.00
	637.

"DOPE".

Apr. 6	23.50	Ruy Blas.
" 7	30.	Frou Frou
" 8	31.75	Sapho.
" 9	30.50	Moths.
" 10	26.25	Great Leap
" 11	55.75	Floor Above
" 12	205.50	Battle of
	403.25	the Sexes

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 2589

WESTERN UNION

NO. | TIME FILED | CHECK

DAY LETTER

THEO. N. VAIL, PRESIDENT

April 15th, 1914.
12:30

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

D. W. GRIFFITH
RELIANCE STUDIO
4500 SUNSET BOULEVARD
LOS ANGELES CALIFORNIA

TEN PRINTS ESCAPE SUFFICIENT FOR PRESENT. GREAT DEMAND FOR HOME SWEET HOME, SO WILL CHANGE POLICY TO HIGHER PRICE AND FEWER PRINTS. RUSH ONE PRINT TO PREPARE ADVERTISING AND PUBLICITY. ESCAPE TO BE VERY HEAVILY ADVERTISED PRESENTED IN BROADWAY CASINO OR OTHER LARGE HOUSE. SIX REELS SATISFACTORY MEXICAN PICTURE. RETURN POSITIVES MEXICAN PICTURES WHEN YOU HAVE FINISHED. SUGGEST YOU DO ANOTHER BATTLE ELDERBRUSH GULCH AFTER FINISHING TELLTALE HEART. MY SUGGESTION CONCERNING FEATURES WAS THAT WE PRODUCE ONLY FEATURES LIKE HOME SWEET HOME, ESCAPE, SIGNLE STANDARD, AS DISHONORED MEDAL, MOUNTAIN RAT ARE NOT BIG ENOUGH. GREAT DEMAND FOR TWO REELERS WITH YOUR AND CABANEE'S NAME FOR REGULAR PROGRAM.TELL EPPING CHARGE FEATURE MAJESTIC.

H. E. AITKEN

CHARGE MUTUAL

H. E. AITKEN,
PRESIDENT.

MUTUAL FILM CORPORATION

EXECUTIVE OFFICES
71 WEST TWENTY-THIRD STREET

ADDRESS ALL COMMUNICATIONS TO THE CORPORATION AND IN REPLYING PLEASE REFER TO DATE AND_____

NEW YORK April 15th, 1914.

Mr. D. W. Griffith,
Reliance Studio,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Sir:-

I have your telegrams and letters before me, and I always read same with great delight. I am having a great time showing your film in my apartment to Mr. Irving Cobb, Otto Kahn, May Wilson Preston, Daniel Frohman, editors and society people. This method of presenting them is getting a kind of recognition, which I am sure will be a great boost to you.

Enclosed herewith is copy of telegram which was sent you today.

The demand for the regular program is increasing, and the Mutual business is improving all over the country. "Our Mutual Girl" has helped the program considerably, and I am now planning a little story and some more Saturday Evening Post advertising, which I think will give us great publicity.

Frohman is very enthusiastic over your work. In fact, everyone is. The demand for the "Battle of the Sexes" shows that they are waiting for your film. I expect to put out "The Escape" with more publicity in magazines and newspapers than perhaps any film has ever had.

"Home Sweet Home" should make us a lot of money if it is what I think, and owing to the demand, we have abandoned the first policy you and I discussed of putting it out at a cheap price, as we find we can get much more money, and in the end, I think will do us more good, so I trust that by the time you receive this letter, you will have sent us a copy.

Everything is getting in very fine shape, and we should begin to make money from now on. Let the Majestic and the D. W. Griffith Company handle the features now for a little while, and I think your next feature should be an Elderbrush Gulch film, and then we will get after "The Clansmen"

With many kind regards, I am,

Yours very truly,

H. E. Aitken

HEA/MH

April 20th, 1914.

RECEIPTS.

Monday	92.75
Tuesday	93.25
Wednesday	51.
Thursday	70.
Friday	81.75
Saturday	142.75
Sunday	157.25
	688.75

Weber's Theatre share first	$1000.00
Less Gross	688.75
	$ 311.25
Share of Electric Letters (2)	3.
Bal. Due Weber's Theatre	$ 314.25

Victor Herman
Manager

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FIXMAN, LEWIS & SELIGSBERG
COUNSELLORS AT LAW
55 LIBERTY ST. NEW YORK

EZEKIEL FIXMAN.
CLARENCE M. LEWIS.
WALTER N. SELIGSBERG.

TELEPHONE 7973 / 7974 } CORTLANDT.
CABLE ADDRESS "MANFIX"

21st April 1914

Albert H. T. Banzhaf Esq.
2 Rector Street
City

My dear Banzhaf:

You will remember that I am to have a waiver from Mr. Griffith for the Majestic and Reliance meetings held last week.

Yours truly

Walter Seligsberg

~~(ENC.)~~

WNS.FL

Office of

Joe Weber

1215 Broadway, New York

April 27th, 1914.

RECEIPTS.

Monday	62.00
Tuesday	51.50
Wednesday	58.25
Thursday	31.50
Friday	34.75
Saturday	106.25
Sunday	194.00
	$538.25

Weber's theatre share first-	$1000.00
Less Gross	538.25
	$ 461.75

Victor Heerman

Telephone
214 Madison Sq.

B. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

State of California, } ss.
County of Los Angeles.

On this 28th day of May 191 4, before me,

GEORGE C. COOK, a Notary Public in and for said

County, personally appeared CARL STERNLOV,

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same.

Witness my hand and Official Seal.

NOTARY PUBLIC in and for the County of Los Angeles, State of California.

Lot 12 Alma Tract
Mtg 73 500 San Pedro

Lot 12

Grant Deed

INDIVIDUAL

CARL STERNLOV

TO

DAVID W. GRIFFITH.
4500 Dunsen Blvd

Dated May 28, 191 4

Lot 12 Alma Tract

Los Angeles Trust and Savings Bank

CENTRAL BLDG., 6TH AND MAIN STS.
LOS ANGELES, - CALIFORNIA

The Neuner Company, Los Angeles, Cal.

COMPARED
Document
Book
DRISCOLL
HOWLETT

Order No.

When recorded please mail this deed to

160

RECORDED AT REQUEST OF GRANTEE
MAY 28 1914
At 23 min. past 2 P.M.
in Book 5786 Page 271
of Deeds
Records Los Angeles Co., Cal.
C. L. LOGAN,
COUNTY RECORDER
By G. W. Gayler
DEPUTY

Fee $ 70/3

32

389

Grant Deed

CARL STERNLOV, a single man,

in consideration of TEN Dollars,
to him in hand paid, the receipt of which is hereby acknowledged,
do es hereby
Grant to DAVID W. GRIFFITH

all that real property situated in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot Twelve (12) of the ALMA TRACT, as per map recorded in Book 14, page 12, of Maps, in the office of the County Recorder of said County.

SUBJECT to taxes for the fiscal year 1914-15.

SUBJECT, also, to a mortgage executed by Carl Sternlov to Charles M. Stimson to secure his note for $3500.00, with interest at seven per cent.

To have and to hold to the said grantee his heirs or assigns forever.

Witness his hand this 28th day of May 1914

Carl Sternlov

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LAW OFFICES OF
SELIGSBERG & LEWIS
55 LIBERTY ST.
NEW YORK CITY

WALTER N. SELIGSBERG
CLARENCE M. LEWIS

GEORGE TROSK

6th June 1914

Albert H. T. Banzhaf Esq.
2 RectorStreet
City

My dear Banzhaf:

Herewith, waiver of notice of meeting of David W. Griffith Corporation, held on February 3, 1914 duly signed by both the Messrs. Aitken.

Yours truly

W. N. Seligsberg

(ENC.)

WNS.FL

This Mortgage, Made the 15th day of June, 1914

by David.W.Griffith, of the City of and the County of Los Angeles, California. hereinafter referred to as mortgageor,

to Elizabeth Sherer, of the City of and the County of Los Angeles, California. hereinafter referred to as mortgagee,

Witnesseth: That the mortgageor mortgages to the mortgagee that real property in the City of and the County of Los Angeles, State of California, described as follows:

Lot Eleven (11), of the Alma Tract, San Pedro, as per map recorded in Book 14, Page 12 of Maps, in the office of the County Recorder of said County.

and the reversions, remainders, rents, issues and profits thereof, together with all water, water rights, pipes and flumes, in any wise appertaining to said land, and any buildings now, or which may hereafter be, erected on said property, for the purpose of securing the performance of the promises and obligations of this mortgage, including the payment of a certain note (and all renewals thereof) in words and figures as follows:

SECURED BY MORTGAGE

$ 1500.00 Los Angeles, Cal., June 15th, 1914.

Two years after date, for value received I promise to pay to Elizabeth Sherer or order at Bank of San Pedro, San Pedro, California. the sum of Fifteen hundred and 00/100 Dollars, with interest from date until paid, at the rate of eight per cent. per annum, payable quarterly; should the interest not be so paid, it shall become a part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States.

(signed) David.W.Griffith

David W. Griffith

This mortgage also secures the repayment of such additional sums, not to exceed $ 500.00, with interest thereon, as may be hereafter borrowed and received by said mortgageor from said mortgagee and evidenced by another promissory note or notes executed and delivered therefor by said mortgageor to said mortgagee.

The mortgageor agrees to keep the buildings now, or which may be placed, on said property insured during the life of this mortgage, for the benefit of the mortgagee, for at least ---------- Dollars, and to immediately deliver the insurance policy to the mortgagee.

The mortgageor agrees to pay as soon as due all taxes, assessments and incumbrances which may appear to be liens upon said property or any part thereof, including taxes levied upon this mortgage or the debt secured hereby, and hereby waives the right to treat the payment thereof as a payment on the debt hereby secured.

Should the mortgageor fail to pay said taxes, assessments or incumbrances, or keep the buildings insured or deliver the policy, as aforesaid, the mortgagee may satisfy said lien or effect such insurance and may

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM L...

advance and expend money to protect said premises from waste or neglect, said mortgagee being the sole judge of the necessity therefor, and all sums expended in the performance of the acts above mentioned shall bear, from the date of payment, the same rate of interest as the principal sum hereby secured. If any of the above conditions are not performed or promises kept, the mortgagee may elect to declare the hereinbefore mentioned sums due and payable and the filing of a complaint in foreclosure shall be conclusive evidence of such election. In such action there shall be allowed an attorney fee to be fixed by the Court, whether said action proceeds to judgment or not, also the amount expended for searching the title of said property subsequent to the execution of this mortgage for the purposes of said action. In such action the decree shall provide that the mortgaged property shall be sold as a whole or each parcel, lot, part of lot or section, separately, at the option of the mortgagee. The mortgagee may at any time, or times, without notice, release portions of said mortgaged property from the lien of this mortgage without affecting either the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged property for the amount of the indebtedness unpaid and the performance of the obligations of this mortgage.

Every fee, sum or expenditure herein mentioned shall be secured hereby. Every stipulation, promise or agreement aforesaid shall be binding on the successors of the parties hereto.

Witness my hand David W. Griffith

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.

On this sixteenth day of June 19 fourteen before me Jarvis J. Phillips a Notary Public in and for the said County, personally appeared David W. Griffith

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Witness my hand and official seal.

Jarvis J. Phillips
Notary Public in and for the County of Los Angeles, State of California

512

Mortgage

David W. Griffith

TO

Elizabeth Sherer

DATED June 15th, 1914

Los Angeles Title Insurance Co.
INCORPORATED AUG. 21, 1890
SUCCESSOR TO BUSINESS OF
Title Abstract and Trust Co.
INCORPORATED MARCH 25, 1909
629 SOUTH SPRING STREET
LOS ANGELES, CALIFORNIA

RECORDED
Document 26272
Book
Order No.
STOERMER
PRATT
When recorded please mail this instrument to
Title Ins. & Tr. Co.

RECORDED AT REQUEST OF
Title Guarantee & Tr. Co.
JUN 20 1914
At 9 A. M.
in Book 3660 Page 293
of Mortgages.
Records Los Angeles Co., Cal.
C. L. LOGAN, COUNTY RECORDER
By ..... DEPUTY
Fee $ 1.30

148 (91)

SECURED BY MORTGAGE

$ 1500.00 Los Angeles, Cal., June 15th, 1914.

Two years after date,

for value received I promise to pay

to Elizabeth Sherer or order

at Bank of San Pedro, San Pedro, California

the sum of Fifteen hundred and 00/100 Dollars,

with interest from date until paid, at the rate of eight

per cent per annum, payable quarterly;
should the interest not be so paid, it shall become a part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States.

David McGriffith

PAID 9-28-14 $ 30- INTEREST TO 9-15-14
PAID 12-12-14 $ 30- INTEREST TO 12-15-14
PAID 4-8-15 $ 30- INTEREST TO 3-15-15
PAID 6-11-15 $ 30- INTEREST TO 6-15-15
PAID 10-4-15 $ 30 INTEREST TO 9-15-15
PAID 12-14-15 $ 30- INTEREST TO 12-15-15
PAID 4-12-16 $ 30- INTEREST TO 3-15-16
PAID 6-23-16 $ 30- INTEREST TO 6-15-16

PAYMENTS

PAID 11-20-16 $ 30- INTEREST TO 9-15-16
PAID 3-2-17 $ 30- INTEREST TO 12-15-16
PAID 4-13-17 $ 30- INTEREST TO 3-15-16
PAID $ INTEREST TO
PAID $ INTEREST TO $
PAID $ INTEREST TO
PAID " $ INTEREST TO $
" $
" $
" $
" $
" $
" $
" $
" $

E. E. Bidwell sec
1275 Lyman Place
L. A. Cal

DATE	INT. DUE	DATE	INT. PAID	DATE	INT. DUE	DATE	INT. PAID
6-15-17	30	7-6-17	30				
9-15-17	30	9-19-17	30				
12-15-17	30	1-17-18	30				
3-15-18	30	4-15-18	30	4-5-			
6-15-18	30	7-2-18	30				
9-15-18	30	10-2-18	30				
12-15-18	30	1-4-19	30				
3-15-19	30	3-21-19	30				
6-15-19	30	7-27-19	30				
9-15-19	30	10-14-19	30				
12-15-19	30	1-5-20	30				
3-15-20	30	3-26-20	30				

4500. Sunset Bldg. E. C. Bidwell sec.

8% David W. Griffith & Elizabeth Shum L. A.

DATE	PAYMT.	BAL. DUE	DATE	PAYMT.	BAL. DUE
June 15	1914	1500	2 Jos		

State of California } ss.
County of Los Angeles,

On this 15th day of June 1914

before me Henry Baly

a Notary Public in and for said County, personally appeared

Allen Muller, and Florence Muller his wife.

known to me to be the persons whose name s are subscribed to the within instrument, and acknowledged that they executed the same.

Witness my hand and official seal

Henry Baly

Notary Public, Los Angeles County, California

Subject to $1500. mtg
Lot 11 Alma Tract

Grant Deed

Allen Muller et ux

TO

David.W.Griffith

Date, June 15th 1914

Title Abstract and Trust Co.
INCORPORATED MARCH 20, 1899
N. W. CORNER FIRST AND BROADWAY
LOS ANGELES, CAL.
REMOVED TO 629 SOUTH SPRING STREET

COMPARED
Document INDEXED
Book GARRISON 43

Order No. 262720.

When recorded please mail this instrument to
Bank of San Pedro
Calif.

RECORDED AT REQUEST OF
Title Guarantee & Tr. Co.
JUN 20 1914
At 9 A. M.
in Book 5838. Page 204.
of DEEDS.
Records Los Angeles Co., Cal.
C. L. LOGAN,
COUNTY RECORDER
By A. E. Ellis
DEPUTY
Fee $ 3

#10.

147

In Consideration *of the receipt, by the undersigned,*

of ------Four thousand and 00/100---------- *DOLLARS*

Allen Muller , and Florence Muller his wife

of Los Angeles *County, State of* California , *do*

Grant to David.W.Griffith , as his separate property.

of Los Angeles *County, State of* California

that real property in the City of and the *County of Los Angeles,*

State of California, described as follows:

Lot Eleven (11), of the Alma Tract,San Pedro, as per map recorded in Book 14, Page 12 of Maps,in the office of the County Recorder of said County.

To Have and to Hold *unto the said grantee* , his *heirs and assigns.*

Witness our *hands* *this* 15th *day of* June *1914*

Allen Muller

Florence Muller

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DIRECTORS

W. L. GRAVES
J. B. BROKAW
MARCO H. HELLMAN
L. C. BRAND
IRVING H. HELLMAN
W. H. HOLLIDAY
JOHN D. POPE
E. W. SARGENT
DANIEL MCPEAK
JAMES EDMONDSON
A. F. MORLAN

STOCKHOLDERS

W. H. HOLLIDAY
CHARLES M. STIMSON
GEO. W. STIMSON
W. L. GRAVES
MARCO H. HELLMAN
E. W. SARGENT
N. W. STOWELL
JAMES EDMONDSON
J. B. BROKAW
IRVING H. HELLMAN
IDA H. HELLMAN
FRIDA HELLMAN COLE
AMY I. HELLMAN
LOUIS M. COLE
JOHN D. POPE
L. C. BRAND
A. F. MORLAN
DANIEL MCPEAK

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Title Guarantee and Trust Co.

Los Angeles, Cal.

GUARANTEE OF TITLE

262720

Lot 11, Alma Tract.

VESTED IN

David W. Griffith

SUBJECT TO SUCH CONDITIONS AND INCUMBRANCES AS ARE SHOWN HEREIN.

TITLE GUARANTEE AND TRUST CO.
TITLE GUARANTEE BUILDING
LOS ANGELES, CAL.

WESTERN LITHO CO. LOS ANGELES

THE TITLE GUARANTEE AND TRUST CO.

Acts as Executor, Administrator, Guardian, Assignee, Receiver, and in every Trust capacity contemplated by the laws of the State.

If you are about to make your will, if you are interested in any matter involving the appointment of a receiver

If you are considering the creation of a Trust, Consult with us without expense. We know that we can help you.

TITLE GUARANTEE AND TRUST CO.

S.E. Corner 5th and Broadway

LOS ANGELES

(1-F)

'1'

Title Guarantee & Trust Co.

INCORPORATED OCTOBER 28TH 1895.

CAPITAL STOCK $500,000.00

SURPLUS $500,000.00

OFFICERS & DIRECTORS

H. E. HUNTINGTON, PRESIDENT OF THE LOS ANGELES RAILWAY CO.
W. L. GRAVES, VICE PRESIDENT MERCHANTS NATIONAL BANK.
J. B. BROKAW,
MARCO HELLMAN, VICE PRESIDENT MERCHANTS NATIONAL BANK.
L. C. BRAND, SECRETARY & TREASURER.
W. H. HOLLIDAY, PRESIDENT MERCHANTS NATIONAL BANK.
JNO. D. POPE, PRESIDENT.
E. W. SARGENT, VICE PRESIDENT.
T. K. HULME, VICE PRESIDENT & TRUST OFFICER.
W. J. O'BRIEN, ASS'T SECRETARY.

LEGAL DEPARTMENT

E. W. SARGENT.
W. G. COOKE.
T. K. HULME.

CONSULTING ATTY'S.
TANNER, TAFT & ODELL.
JOHN D. POPE, LOS ANGELES.
C. J. WILLETT, PASADENA.

Los Angeles, Cal.

112/18

#222588

Guaranteed Certificate

After a careful examination of the official Records of the County of Los Angeles, State of California, and of the records of the Federal Offices located at Los Angeles, in relation to the title of that certain real property hereinafter described, the

Title Guarantee and Trust Company

A Corporation, its principal place of business being in the City of and County of Los Angeles, State of California.

hereby **GUARANTEES** *that the title of said property as it appears from said records, is vested in*

BANK OF SAN PEDRO

a corporation.

Free Of Incumbrances.

EXCEPT:-Taxes for the fiscal year 1908-09 not examined.

DESCRIPTION.

Lot Eleven (11) of the Alma Tract, in the County of Los Angeles, State of California; as per map recorded in Book 14, page 12 of Maps, in the office of the County Recorder of said County.

THIS CERTIFICATE DOES NOT INCLUDE AN EXAMINATION OF:

First: *Municipal Records of any City in Los Angeles County, except the City of Los Angeles.*

Second: *Proceedings to construct sewers, improve and open streets and alleys, in the City of Los Angeles, until said streets or alleys are established, and the amounts of the benefits or liabilities assessed are determined, and by notice of record, become a lien under the statute.*

Third: *Irrigation, Drainage, Reclamation, Sanitary and Levee District Records.*

Fourth: *Mining Locations, Reservoir Sites and easements for Water Locations as reserved in U. S. Patents.*

In Testimony Whereof *the* **Title Guarantee and Trust Company** *has caused these presents to be duly signed by its President, and attested by its* Assistant *Secretary under its Corporate Seal this* 26th day of January, 1909, at 8:00 A. M.

Title Guarantee and Trust Company

By John D. Pope *President*

410/227

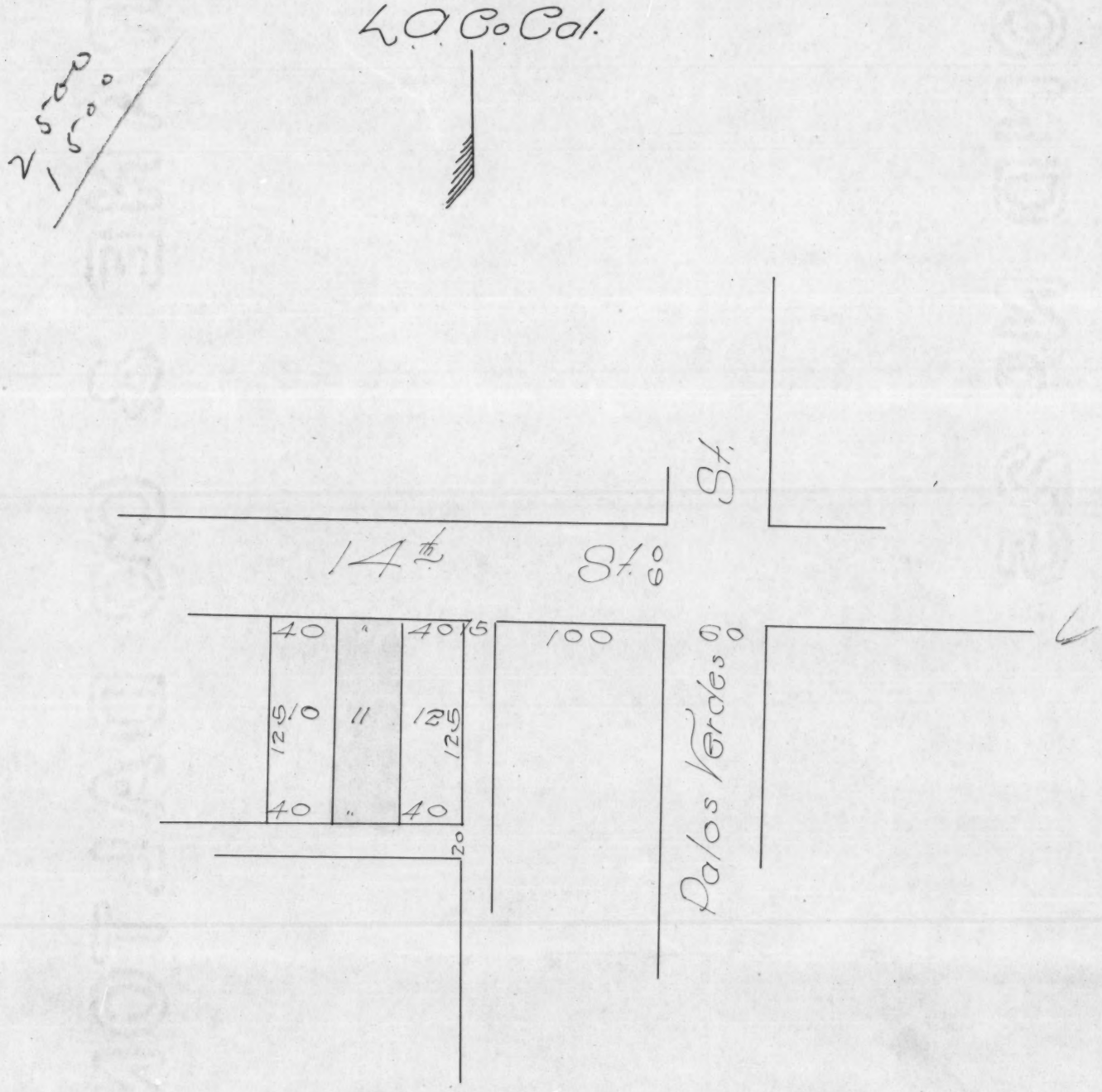
Passed by Eric Barzyenti *Attorney*

Attest Hugh Bene Assistant *Secretary*

MR#222588

N

Plat
Showing Lot 11
Olma Tract
as per map recorded in Book 14 page 12
Maps.
L.A. Co. Cal.



FORM A29-9-4-13-5000

(Ad.)

Title Guarantee & Trust Co.

INCORPORATED OCTOBER 28TH 1895

PAID UP CAPITAL $500,000.00
SURPLUS & UNDIVIDED PROFITS $300,000.00

OFFICERS & DIRECTORS

IRVING H. HELLMAN
W. L. GRAVES, VICE PRESIDENT MERCHANTS NATIONAL BANK
J. B. BROKAW
MARCO HELLMAN, VICE PRESIDENT MERCHANTS NATIONAL BANK
L. C. BRAND, PRESIDENT
DANIEL McPEAK, VICE PRESIDENT
W. H. HOLLIDAY, PRESIDENT MERCHANTS NATIONAL BANK
JNO. D. POPE
E. W. SARGENT, VICE PRESIDENT
T. K. HULME, VICE PRESIDENT & TRUST OFFICER
W. J. O'BRIEN, ASS'T SECRETARY
JAMES EDMONDSON
A. F. MORLAN, SECRETARY

LEGAL DEPARTMENT

E. W. SARGENT
W. G. COOKE
T. K. HULME

CONSULTING ATT'YS
TANNER, TAFT & O'DELL
JOHN D. POPE, LOS ANGELES
C. J. WILLETT, PASADENA

Los Angeles, Cal.

112/18

Continuation Certificate

254139

Made for the benefit of J. A. Jepson

(All incumbrances shown in the preceding certificate and not mentioned in this continuation, are satisfied.)

After a careful examination of the Official Records of the City of and *County of Los Angeles, State of California, and of the records of the Federal Offices located at Los Angeles, that are of date subsequent to the* 26th *day of* January, 1909 *at* 8:00A.*M.*, *in relation to the title of that certain real property hereinafter described, in continuation of a Certificate of Title made by* Title Guarantee and Trust Company *of the above date, the*

Title Guarantee and Trust Company

A Corporation, having its principal place of business in the City of and County of Los Angeles, State of California,

hereby **GUARANTEES** *that the title of said property as it appears from said records, is vested in*

A L L E N M U L L E R

Free of Incumbrances.

EXCEPT:-1st-The second installment of State and County Taxes for the fiscal year 1913-14. Amount $11.93. Assessment No. 57954.

2nd-The second installment of City Taxes for the fiscal year 1913-14. Amount $11.23. Assessment No. 86553.

3rd-A mortgage, executed by Allen Muller and Florence Muller his wife, to secure a note for Twenty-six Hundred Dollars ($2600.00), dated January 8th, 1914, due three (3) years after date, with interest at eight per cent (8%) per annum, payable quarterly; in favor of J. A. Jepson, filed for record January 16, 1914.

DESCRIPTION.

Lot Eleven (11) of the Alma Tract, in the City of and County of Los Angeles, State of California; as per map recorded in Book 14, Page 12 of Maps, in the office of the County Recorder of said County.

THIS CERTIFICATE DOES NOT INCLUDE AN EXAMINATION OF:

First: Municipal Records and Liens created by the act of any city, other than the City of Los Angeles.

Second: Proceedings to construct sewers, improve and open streets and alleys, in the City of Los Angeles, until said streets or alleys are established, and the amounts of the benefits or liabilities assessed are determined, and by notice of record, become a lien under the statute.

Third: Irrigation, Drainage, Reclamation, Protection, Sanitary and Levee District Records.

Fourth: Mining Locations, Existing Roads, Reservoir Sites, Easements for Water Locations and Rights reserved in U. S. Patents.

In Testimony Whereof *the* **Title Guarantee and Trust Company** *has caused these presents to be duly signed by its President, and attested by its* Assistant *Secretary under its Corporate Seal this* 16th day of January, 1914 at 9:00 A. M.

Title Guarantee and Trust Company

509/330

By L. C. Brand *President*

Passed by E. W. Sargent *Attorney*

Attest A. Millyne Assistant *Secretary*

FORM A 42—10000—10-6-13

FORM A 29

Title Guarantee & Trust Co.

Incorporated October 28th 1895

PAID UP CAPITAL $500,000.00

SURPLUS & UNDIVIDED PROFITS $350,000.00

OFFICERS & DIRECTORS

IRVING H. HELLMAN
W. L. GRAVES, VICE PRESIDENT MERCHANTS NATIONAL BANK
J. B. BROKAW
MARCO HELLMAN, VICE PRESIDENT MERCHANTS NATIONAL BANK
L. C. BRAND, PRESIDENT
DANIEL McPEAK, VICE PRESIDENT
W. H. HOLLIDAY, PRESIDENT MERCHANTS NATIONAL BANK
JNO. D. POPE
E. W. SARGENT, VICE PRESIDENT
T. K. HULME, TRUST OFFICER
JAMES EDMONDSON
A. F. MORLAN, SECRETARY & MANAGER

LEGAL DEPARTMENT

E. W. SARGENT
W. G. COOKE
M. L. WHITE

CONSULTING ATTY'S
TANNER, O'DELL, O'DELL & TAFT
JOHN D. POPE, LOS ANGELES
C. J. WILLETT, PASADENA

Los Angeles, Cal.

112/18

Continuation Guarantee

262720

Made for the benefit of _____

(All incumbrances shown in the preceding certificate and not mentioned in this continuation, are satisfied.)

After a careful examination of the Official Records of the City of and *County of Los Angeles, State of California, and of the records of the Federal Offices located at Los Angeles, that are of date subsequent to the* 16th *day of* January, 1914 *at* 9:00A.M., *in relation to the title of that certain real property hereinafter described, in continuation of a Certificate of Title made by* Title Guarantee and Trust Company *of the above date, the*

Title Guarantee and Trust Company

A corporation, having its principal place of business in the City and County of Los Angeles, State of California.

hereby GUARANTEES *that the title of said property as it appears from said records, is vested in*

D A V I D W. G R I F F I T H.

Free of Incumbrances.

EXCEPT: 1st-Taxes for the fiscal year 1914-15.

2nd-A mortgage, executed by David W. Griffith, to secure a note for Fifteen Hundred Dollars ($1500.00), dated June 15th, 1914, due two (2) years after date, with interest at eight per cent (8%) per annum, payable quarterly, also to secure such additional sums not to exceed Five Hundred Dollars ($500.00) as may thereafter be borrowed, in favor of Elizabeth Sherer, filed for record June 20th, 1914.

DESCRIPTION.

Lot Eleven (11) of the Alma Tract, in the City of and County of Los Angeles, State of California, as per map recorded in Book 14,

BK 262720

Page 12 of Maps, in the office of the County Recorder of said County.

THIS CERTIFICATE DOES NOT INCLUDE AN EXAMINATION OF:

First: Municipal Records and Liens created by the act of any city, other than the City of Los Angeles.

Second: Proceedings to construct sewers, improve and open streets and alleys, in the City of Los Angeles, until said streets or alleys are established, and the amounts of the benefits or liabilities assessed are determined, and by notice of record, become a lien under the statute.

Third: Irrigation, Drainage, Reclamation, Protection, Sanitary and Levee District Records.

Fourth: Mining Locations, Existing Roads, Reservoir Sites, Easements for Water Locations and Rights reserved in U. S. Patents.

In Testimony Whereof *the* **Title Guarantee and Trust Company** *has caused these presents to be duly signed by its President, and attested by its* ..... *Secretary under its Corporate Seal this* 20th day of June, 1914 at 9:00 A. M.

Title Guarantee and Trust Company

545/275

By L. C. Brand *President*

Passed by Rew Sargent *Attorney*

R.R.

Attest A. F. Morlan *Secretary*

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Griffith

Satisfaction of Mortgage

INDIVIDUAL

TO

Dated .....191.....

Title Insurance and Trust Company

TITLE INSURANCE BUILDING

Los Angeles, California

The Neuner Company, Los Angeles, Cal.

70 364

Order No.....

When recorded please return this instrument to

Carl Sternlov

Box 416

San Fernando.

COMPARED

Document..... EASTON

Book..... ~~ELLS~~ Smith

RECORDED AT REQUEST OF

Mtgor.

OCT 11 1915

At [ ] min. past 4 P.M.

in Book 514 Page 224

of Release of Mortgages.

Records Los Angeles Co., Cal.

C. L. LOGAN,

COUNTY RECORDER

By ..... DEPUTY

Fee $ 80/3

(78)

455

93

5M—9-10-13

Know All Men by These Presents:

That I, HERMAN OSCAR VOGEL

do hereby certify and declare that a Mortgage dated October 23, 1912, executed by

J. C. WILLMON and MAUDE C. WILLMON, his wife

part ies of the first part therein, to JOHN R. VOGEL

part y of the second part therein, and

recorded in the office of the County Recorder of the County of Los Angeles

State of California, in Book 3223 of Mortgages, at page 85, on the 31st

day of October 1912, together with the debt thereby secured, is fully paid, satisfied and discharged.

In Witness Whereof, I have hereunto set my hand and seal

the 26th day of June 1914.

Witness:

Herman Oscar Vogel (Seal)

(Seal)

State of California,
County of Los Angeles. } ss.

On this 27th day of June, in the year of our Lord one thousand nine hundred and fourteen, before me, F. L. Warner,

a Notary Public in and for said County and State, personally appeared

Herman Oscar Vogel,

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

F. L. Warner.
Notary Public in and for said County
of Los Angeles, State of California.

C O P Y

Special Feature Report, Week Ending 7/5/14

Name "HOME SWEET HOME" No

Business Reported

Rentals this week	$2,087.58		
Previously	$6,965.64	$9,053.22	
Collections this Week.....	$2,312.60		
Previously	3,525.79	5,838.39	
Balance Outstanding			$3,214.83

Cash Statement

Collections as above

Less 20% this week	$462.52		
Previously	705.16	$1,167.68	

Disbursements this week.

Reel Life Adv. 7/4/	$6.67			
Adv'g (M. P. World)	135.00			
2 M Heralds (Wilson)	1.20			
3 slides (Ajasee)	.27			
Credit 1 Sign Strauss (Dept)	.40			
1-5 Column layout (Pub.)	3.00			
Posters Mounting (Mut)	12.60	$158.34		
Previously		$3,619.47	$3,777.81	$4,945.49
Net Cash for Distribution				$892.90

Dated 7/17/14

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

C O P Y.

Special Feature Report, Week Ending 7/12/14.

HOME SWEET HOME NO.

Business Reported

Rentals this week	$860.37		
Previously	9,053.22	$9,913.59	
Collections this week	$1,762.15		
Previously	5,838.39	7,600.54	
Balance Outstanding			$2,313.05

Cash Statement

Collections as above			
Less 20% this wk.	352.43		
Previously	1,167.68	1,520.11	
Disbursements this week			
Reel Life Adv.7/11 - 6.67			
5 Sets Photos (Kr) 4.20	10.87		
Previously	3,777.81	3,788.68	5,308.79
Net Cash for Distribution			2,291.75
Previously Distributed			892.90
Net for Payment today to Reliance M. P. Corp.			$1,398.85

Dated - 7/24/14

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

RELIANCE MOTION PICTURE CORPORATION

29 UNION SQUARE

OFFICE OF THE TREASURER

STUDIOS
YONKERS
LOS ANGELES
NEW YORK

NEW YORK.

July 15th., 1914.

Mr. A. E. Banzhof,
2 Rector Street,
New York City, N. Y.

Dear Mr. Banzhof:-

Enclosed herewith, please find the reports on HOME SWEET HOME, as you requested.

Hereafter these will be sent to you each week as received.

Trusting you will find same in order, we are

Yours very truly,

RELIANCE MOTION PICTURE CORP'N,

J P Dunning
Treasurer.

JPD/AMG.

Special Feature Report, Week Ending 7/19/14

HOME SWEET HOME No.

Business Reported

Rentals this week	$1,875.30		
Previously	9,913.59	$11,788.89	
Collections this week	$1,541.54		
Previously	7,600.54	9,142.08	

Balance Outstanding.....$2,646.81

Cash Statement

Collections as above				9,142.08
Less 20% this week		308.31		
Previously		1,520.11	1,828.42	
Disbursements this week				
Reel Life Adv. 7/18/14				
35M Heralds (Gregory)	51.45			
Electros "	1.75			
Commission (United Booking Agency)	7.50	60.70		
Previously		3,788.68	3,849.38	5,677.80

Net Cash for Distribution	$3,464.28
Previously Distributed	2,291.75
Net for Payment today to Majestic Motion Picture Company	$1,172.53

Dated 7/31/14

COPY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Special Feature Report Week ending 7/26/14

HOME SWEET HOME.

Business Reported

Rentals this week	$ 1,115.56		
Previously	11,788.89	12,904.45	
Collections this week	1,398.85		
Previously	9,142.08	10,540.93	
Balance Outstanding			2,363.52

Cash Statement

Collections as above			10,540.93
Less 20% this week	279.77		
Previously	1,828.42	2,108.19	
Disbursements this week			
Reel Life Adv.7/18 146.66			
" " " 7/25 6.66			
1000-12 shts Green 600.00			
Advertising (Chelt.) 42.00			
Poster Mountings-Mut. .96	896.28		
Previously	3,849.38	4,745.66	6,853.85
Net Cash for Distribution			3,687.08
Previously Distributed			3,464.28
Net for Payment today to Majestic Motion Picture Co.			$ 222.80

Dated - 8/6/14

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

RELIANCE MOTION PICTURE CORPORATION

29 UNION SQUARE

STUDIOS
YONKERS
LOS ANGELES
NEW YORK

NEW YORK,

July 29th., 1914.

Mr. A. E. Banzhof,
2 Rector Street,
New York City, N. Y.

Dear Mr. Banzhof:-

Enclosed herewith, we hand you report on HOME SWEET HOME, for week ending July 5th., 1914, as per your request.

Trusting you will find same in order, we are

Yours very truly,

RELIANCE MOTION PICTURE CORP'N,

J P Dunning
Treasurer.

JPD/AMG.

RELIANCE MOTION PICTURE CORPORATION

29 UNION SQUARE

STUDIOS
YONKERS
LOS ANGELES
NEW YORK

NEW YORK.

July 31st., 1914.

Mr. A. E. Banzhof,
2 Rector Street,
New York City, N. Y.

Dear Mr. Banzhof:-

Enclosed herewith, we hand you report on HOME SWEET HOME, for week ending July 12th., 1914, as per your request.

Trusting you will find same in order, we are

Yours very truly,

RELIANCE MOTION PICTURE CORP'N,

J P Denning
Treasurer.

JPD/AMG.

AGREEMENT

BETWEEN

D.W. GRIFFITH

AND

GOLDSTEIN CO. L.A. INC.

3000 Cashmira Bell
1500 Cash
4500

Mr. D. W. Griffith,

Los Angeles, Calif.

We, the undersigned, hereby subscribe the sum of Forty-five Hundred ($4500.00) Dollars, to be paid to you as follows, viz: Check, dated August 3, 1914, for $1500.00, and amount of $3,000.00 due us from the Clansman Company, at the completion of the negative, for rentals of costumes and accessories, as per agreement.

It is hereby agreed and understood that the Clansman Company is exempt from damages or losses to said costumes and accessories to the value not exceeding Four Hundred ($400.00) Dollars, said valuation to be determined by mutual appraisors.

It is further agreed and understood that any and all costumes made for the following actors and actresses:

Lillian Gish,

Henry Walthall,

Mae Marsh,

Mary Alden and

Miriam Cooper

are not to be rented by the Goldstein Company, Los Angeles, Inc., for the purpose of being used in any other motion picture whatsoever, until not exceeding sixty (60) days after release of "The Clansman".

The above subscription is for the purpose of assisting in the production of the motion picture negative named "The Clansman", upon the following terms and conditions, viz:

1. The Mutual Film Corporation, with its principal place of business at New York City, or some other agency to be selected by mutual consent of yourself and the investors, shall receive not to exceed ten (10%) percent, of the gross revenues derived from the sale, or the leasing of the films named "The Clansman", for supervising the distribution of said films, the collection of the revenue derived therefrom, and all other matters incidental or appertaining to the distribution of said films, by sale, leasing, or otherwise, and the collection and distribution of the revenue therefor.

2. After the payment of all selling and distribution expenses, including the ten percent, mentioned in paragraph one hereof, the undersigned and other investors are to receive the respective amounts subscribed and paid by them, or either of them, out of the first revenues derived from the sale, leasing or distribution of said films, pro rata according to the sum so subscribed and paid.

3. After the payment of the cost of the production of the said negative to the investors, and the cost of distribution of the said films, as provided for in paragraphs one and two hereof, then the net profits derived from the sale, leasing or distribution of said films shall be divided as follows, viz: Not exceeding twenty-five (25%) of said net profits may be paid to Thomas Dixon, Jr., or his assigns, as a royalty for the use of the literary work entitled "The Clansman", from which the name and subject for said negative is adapted; fifty (50%) percent of the remaining net profits shall be divided pro rata among the said investors; that is to say, in the proportion that the sum paid by each investor bears to the total cost of producing the said negative; and the other fifty percent of said net profits shall be paid to you for your services, rendered and to be rendered, in the production of said negative and the distribution of said films; said profits to be in excess of and in addition to $300.00 per week that you are to receive while producing said negative, which last amount is to be included in the cost of production and to be received by you out of the funds paid in for that purpose.

4. It is understood and agreed that it will require approximately Sixty Thousand ($60,000.00) Dollars to produce the said negative, and that H. E. Aitken of New York City, New York, will invest Forty Thousand ($40,000.) Dollars of that amount, and that other investors, including the undersigned, will invest the remaining Twenty Thousand ($20,000.00) Dollars, estimated to be required for the above purpose. It is further understood and agreed that each investor shall be a co-owner with every other investor and yourself of the said motion picture negative named "The Clansman", in the proportion that the amount invested bears to the total cost of said negative and in accordance with the terms of this contract.

5. It is understood and agreed that in consideration of this subscription and the payment thereof, as herein provided (or so much thereof as may be necessary for the completion of said negative) you are to devote your personal attention to the production of said negative "The Clansman"; and all obligations incurred therefor shall be approved by you and paid at maturity.

It is further understood and agreed that the limit of my liability for the production of the said negative or the distribution of said films shall be the amount herein subscribed.

6. It is further understood and agreed that in the event the title to the said negative "The Clansman" shall hereafter become vested in a corporation organized for that purpose, or at all, the stock of such corporation

shall be issued to the undersigned, at his option, to represent his interest therein as determined by this agreement.

7. You are to keep accurate accounts of the expenditures made in the production of said negative; and the Mutual Film Corporation, or other agency selected for the distribution of said films, is to keep accurate accounts of the receipts derived from the rental, sale or distribution of said negative or films.

IN WITNESS WHEREOF we have hereunto set our hands this _____ day of August, 1914.

Witnesses:

Goldstein Co. L. A. Inc.
by R. Goldstein

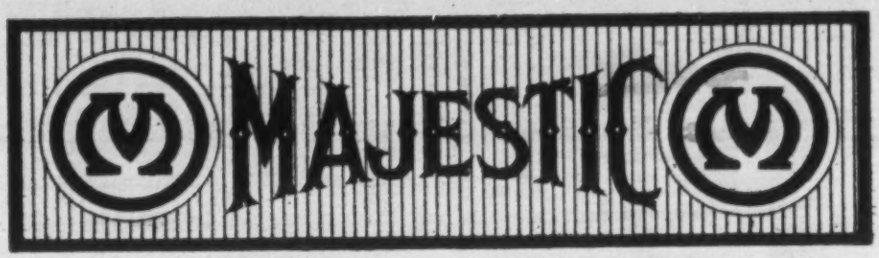
Dr.

I hereby accept the foregoing subscription agreement upon the terms and conditions therein stated, and hereby agree to execute the same according to its terms.

Don Elliott

August, 3d, 1914.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY



Motion Picture Company

29 Union Square

[redacted], N. Y. 8/5/14. 191

Mr. A. E. Banzhof,
2 Rector Street,
New York City, N. Y.

Dear Mr. Banzhof:-

Enclosed herewith, we hand you report on HOME SWEET HOME, for week ending July 19th., 1914, as per your request.

Trusting you will find same in order, we are

Yours very truly,

MAJESTIC MOTION PICTURE CO.,

J. P. Dessing
Treasurer.

JPD/AMG.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Motion Picture Company

29 Union Square

[redacted], N. Y. August 19th, 1914 191

Mr. A. E. Banzhof,
2 Rector Street,
New York City, N. Y.

Dear Mr. Banzhof;-

Enclosed herewith, we hand you reports on HOME SWEET HOME, for weeks ending July 26th, 1914 and August 2nd, 1914, as per your request.

Trusting you will find same in order, we are,

Very truly yours,

MAJESTIC MOTION PICTURE CO.

J P Dunning
Treasurer

JPD/MMG.

MUSEUM OF MODERN ART FILM LIBRARY

SYNOPSIS OF

THE AVENGING CONSCIENCE

"The Avenging Conscience" is a drama of the mind, completely visualized throughout and with a thoroughly connected story. Though it deals with the penance inflicted upon a murderer by his own conscience, this penance is so personified that the result is a very graphic narrative. This is brought about by the use of some extraordinary photographic effects, which show the dead man returning to haunt the living murderer, who imagines, among other things, that he can hear the heart of the dead man still beating. "The Avenging Conscience" was suggested by Edgar Allan Poe's famous story, "The Telltale Heart" (which contains the idea of the murderer listening to the heart-beats of the man he killed) and by Poe's famous poem of "Annabel Lee."

The plot follows:—A baby boy has been left to the care of his uncle, after his mother's death. This uncle raises the boy with the greatest care, hoping that he will develop into a literary genius. The uncle's ambitions for the young man seem about to be realized, when the youth becomes infatuated with a young woman, who reciprocates his love to such an extent that they are completely wrapped up in each other. When the girl, "Annabel," comes to take the young man to a garden party, the uncle insults her by saying that she is pursuing his nephew "like a common woman of the town." As a result of the uncle's interference, the young people finally decide to separate.

Now come black and revengeful thoughts to the mind of the young man. Only that day he has been reading "The Telltale Heart" and some of Poe's poems. He thinks of the happiness that he and his sweetheart might have if only his uncle were out of the way. With all the skill of Poe's character in "The Telltale Heart," he forms his plan to slay his uncle.

It is then that the saving grace of conscience demonstrates its power. How the avenging conscience in this case operates and how its influence in a mysterious manner, is used to prevent a terrible tragedy, can best be told by the picture itself. It seems as if Conscience were God's way of shielding mortals from fatal sin.

The subtle working of the inner conscience, beyond the power of mental control, finds expression in the weird visions that torture the culprit's brain. Avenging thoughts, such as Poe might have conceived, are made real to the quaking youth. Relentless fate seems to drive him to despair until. . . .

But the end is the most unexpected part of all and shows that suffering may teach virtue, that even the darkest cloud may have its lining of silver, though the existence of that silver lining has been entirely unsuspected.

THE AVENGING CONSCIENCE

Produced by

D. W. GRIFFITH

Reliance and Majestic Film Companies

A Screen Version of

EDGAR ALLAN POE'S

"THE TELLTALE HEART"

and "ANNABEL LEE"

THE CAST

Henry B. Walthall
Blanche Sweet
Spottiswoode Aitken
George Seigmann
Ralph Lewis

Most Mysterious, Masterful and Sensational Motion Drama Ever Devised.

Shows How a Sinner Is Pursued by the Horror of His Crime.

D. W. GRIFFITH'S

Supreme Achievement

THE

AVENGING CONSCIENCE

or Thou Shalt Not Kill

6 REELS

Suggested by Edgar Allan Poe's story of "The Telltale Heart" and by certain of Poe's Poems of the Affections.

PHOTOGRAPHIC FEATS NEVER BEFORE ATTEMPTED

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE AVENGING CONSCIENCE

A Drama of the Mind. Exposing the Extremes of Penitence and Remorse Inflicted by His Guilty Conscience Upon a Young Man Whose Hands Are Stained with Blood.

THE Avenging Conscience May be described as a "Mystery Story," but not in the ordinary sense of the words. It is the sort of mystery conceived by the weird, imaginative genius of Edgar Allan Poe and then transplanted to the screen by the wonderfully vivid and artistic methods of D. W. Griffith. The Avenging Conscience had its first presentations in New York at the Strand Theatre, where it broke all records.

New York EVENING GLOBE, August 4, 1914

This film production is the best screen presentation ever seen at the Strand. It abounds with thrilling situations cleverly interwoven with a thread of love and affection.

THE MOVING PICTURE WORLD, August 8

Griffith has absorbed the whole spirit of Edgar Allan Poe and reflected it in "The Avenging Conscience." Poe's remarkable genius, his rejection of customary forms, his crystalline imagery, his gloom, his grandeur, his abrupt transitions from scenes of exquisite beauty to those of ghastly horror, all the spell that transports us from the baseless fabric of a delicious dream to common and hideous reality, the marvels of his power of contrast, dwelling one moment in a heaven of ideals and another in a hell of mental torture, are reproduced with marvelous fidelity on the screen.

Delighting you with its flashes of exquisite beauty at one moment, the very essence of spiritual charm, it moves you at another to pity and then to horror.

PASADENA NEWS, July 17

"The Avenging Conscience" marks an epoch in the moving picture art. In no other picture ever shown has the uncanny workings of a criminal's conscience, the inner conscience of man, that is so vividly portrayed by Poe, been attempted.

EVENING TELEGRAM, August 4, 1914

The photography is remarkably clear and there is not a dull moment in the play.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A BOOK FOR THE AMBITIOUS

EDGAR ALLEN POE

GENIUS

Is the Stage dead ?

Seeing Life in Big Pictures

Tremendous Possibilities of the Art of Films Brilliantly Illustrated in a Single Stroke by a Great Creator of Impressive and Beautiful Motion Pictures.

By HENRY CHRISTEEN WARNACK
Los Angeles Times

Say something tomorrow that people will listen to.

THE truly great drama holds the feelings of the heart and the color of the mind; it moves by a passionate will and sustains itself by a rage of reason, but the conviction that it carries ultimately depends upon the picture it makes.

All of us see life in pictures, regardless of our ability or inability to bring these pictures before anybody else.

These pictures are the naked thought forms upon which all terms depend. Language, painting, sculpture and all dramatic activity are only the terms by which these forms are expressed.

The psychology of the moving picture has its roots in the very fountain springs of all that is mental and spiritual, energizing in man and forming the background of that luminous quality called consciousness.

Commit to memory one sentence of these criticisms.

For a long time, people thought that acting was a very inconsiderable element in the making of a picture, but today this art is as important to the film as it is to the stage. Every gesture counts, every shadow of feeling is given delicate emphasis. Pictures no longer confine themselves to things. The camera captures moods and traces thoughts. The fragrance of a personality, the loveliness of a heart, the intensity of the will, the energy of the brain all pass in review upon the perfect film.

David W. Griffith, the greatest of all motion-picture makers, is a man of limitless ideas and spiritual insight.

His art has the vitality of a man whose faculties so coordinate that they are rolled into one blazing stream of light called consciousness. He brings to his great art the blessing of clear sight.

At Clune's, Griffith has been showing a picture called "The Avenging Conscience," and I never saw anything better illustrate the vision and the temperament of the true artist.

Express your idea tomorrow night to your friends, using these words. They'll listen!

The first thing that struck me was the man's supreme love of all life, his reverent attitude toward all life and his blessed understanding of life's lights and shadows.

Griffith seems to possess a fascinating appreciation of life's swiftness, of its gladness that is like the poise of a humming-bird above the honeysuckle or like a swallow's darting.

It was joyous to note how his love of little things reminded us of the sweetness of life. There seemed to be nothing that he had overlooked. An innocent canary swung blithely in its cage above the head of a youth whose sick brain and inflamed heart were upon murder bent. And later, after the crime began to fill his brain with fever and fall with heavy brooding upon his heart's unrest, an owl of evil omen bleared wretchedly from a twig near the unhappy youth's window sill and met his blank stare in the night's deepening gloom with an accusing "who—who—who—who?"

Can you command attention in seven words?

Before that the youth had sat upon a mound of sweet hay, beneath a witching moon, dreaming of a golden girl, when suddenly in the grass at his feet he saw a spider weave its silken mesh of death, and lo! within its airy web there fluttered with little helpless wings a captive fly. What magic of lens and films!

A baby coyote catches itself in a wire fence and a lovely girl comes tripping by and finds him there. Warily she lifts the wire and holds the tiny rascal to her breast. He looks up with timid frightened eyes, like a baby mocking bird that one holds gently in the hand on finding him when he has tried his two young wings, to fall spent within the grasses at our feet.

With the love of life plucking at her heart and flowing like red wine through a breast of snow and flame, the girl caresses the wee wild thing, and placing it upon the ground sees it scamper gladly for the cover of the field. What a touch of art.

Here are models of beautiful English given in phrases of these criticisms—study them.

So they come in a glad procession—a baby boy, a little dog, a laughing maiden, a youth with noble brow and yearning heart, a troop of youngsters in the magic of a garden, love's first kiss, a little village indolent in the sun, an old man with the melancholia of disappointed age, a smile, a falling tear and all that endless detail which makes for men that inexplicable compound that is called life.

I notice that Griffith had not made the picture of a moon, but that he had caught the moods of the moon with all its silent silvern questioning, with all its soft appeal to hearts that love, with all its gentle madness.

I saw, too, that he had understood the way of the wind, and of things that bend in the wind. He had come upon the motion of that life which in its silence is more eloquent than all speech.

Nor had he stopped with nature. This was but the beginning. All this for him had been but the background upon which he had reared the imposing structure of a magnificent art. He had taken the most settled of all genius and had combined the matchless lyric loveliness of Edgar Allen Poe's tender haunting verse and united it with the abysmal darkness and woe of Poe's strange and searching prose fiction. Thus had he interpreted the poet and short story master in a picture play of surpassing beauty and compelling horror.

I have been a skeptic as to moving pictures because they seemed neither one thing nor the other, but a single film by Griffith opens my eyes to possibilities that must certainly claim in the end the respect and admiration of the world.

Photo Drama Stirs Emotions Griffith Symbolism Master

Review of Dramative Relations

By OTHEMAN STEVENS
Los Angeles Examiner

THIS man D. W. Griffith is a dangerous fellow. He hasn't killed the stage—the speaking stage—but if he continues with his daring brain and keen perception of the value of a thought and of beauty, which is thought and truth, he will make the dramatists realize that they are in a real fight for existence.

So inspired were the dramatic critics with the beauty of "The Avenging Conscience" that they wrote these criticisms on it; criticisms which in themselves are gems of literature.

After I saw "The Avenging Conscience" at the Auditorium last night I met him and told him, "The picture has left me perplexed as to whether you have such a transcendently potent intellect as to interpret poetry in photographs, or whether you are the deftest trickster the theater has ever known."

Take this picture based on a suggestion from one of Edgar Allan Poe's stories, we all know Poe's prose and poetry are as intangible, as vague in trying to give it a concrete interpretation in thought, as all supernal things must ever be; can you even imagine anyone making tableaux vivants of The Raven?

GRIFFITH'S TRANSLATIONS

Mr. Griffith has not attempted to photograph Annabel Lee or any one of Poe's creations, but he has taken a Poe thought and has given it a Griffith translation with the result of something that both horrifies and charms; that at one moment shocks your sensibilities to the verge of hysteria and again illumines all that is sweet and beautiful in life with the brilliancy of fantasy.

True, his photo story has an ending as banal and saccharine as one of Theodore Kremer's melodramas, but this necessitous sop to popular demand he at once conceals, and decorates, and enlightens by a series of symbolistic illustrations that arise in themselves to the dignity of poetry.

I can only compare what he has done in action photography with what Burne-Jones did in symbolism in paint-

ing; what Aubrey Beardsley did in treating figures in painting, putting caricature on a pinnacle of convoluted verity.

Make these sentences your own and your speech will advance you.

ALL THE EMOTIONS

All manner of strange dramatic relations are found in this picture; melodrama elbows tragedy; comedy giggles alongside of romance; phantasmagoria prods Shelleyian lyrics; horrors clamber over the delicious, and finally when you are all exalted, a commonplace finale gives you a punch of despair and you start to leave your seat and are flopped back again by some of the most remarkable illusory scenes ever devised.

And always suspense has the audience in its relentless grip.

Possibly it is all trickery, possibly it is all poetry; certainly it is a masterpiece of diagramming psychologic principles in drama without words, equal to the strongest drama of words.

Anyway, it is a picture to see, to think over, to thoroughly enjoy.

Personally, I could have wished a different finale; but perhaps that would be false, for the commonplace is usually true to life.

D. W. GRIFFITH'S SUPREME ACHIEVEMENT

The Avenging Conscience
or Thou Shalt Not Kill

A SCREEN VERSION OF EDGAR ALLAN POE'S

The Telltale Heart *and* Annabel Lee

THE CAST

Henry B. Walthall
Blanche Sweet
Spottiswoode Aitken
George Seigmann
Ralph Lewis

Showing the sinner and how he is pursued by the horror of his crime. "The Avenging Conscience" may be described as a "mystery story," but not in the ordinary sense of the words. It is the sort of mystery conceived by the weird imaginative genius of Edgar Allan Poe, and then transferred to the screen by the wonderfully vivid and artistic methods of D. W. Griffith.

An Avenging Conscience

GRIFFITH'S BEST WORK

By GUY PRICE, *Los Angeles Herald*

THERE is a certain superior artisticness to "The Avenging Conscience," shown for the first time locally at Clune's Auditorium this week, to make it stand out by far the best film yet produced by that master of camera expression, D. W. Griffith.

Photoplay critics, as well as many of us who make it our business to review new dramatic productions, considered "The Escape" Mr. Griffith's greatest achievement, but after reckoning with his latest effort it is more than likely that this opinion will have been changed in the minds of everyone; at least, it does not require a great amount of courage on my part to switch my beliefs and put myself on record as stating that "The Avenging Conscience" is by all odds the greater play of the two, both photographically and histrionically.

You can't afford to miss a word of it. Not on our account, but for your own sake.

This picture story is an adaptation from Edgar Allen Poe's famous "Tell-Tale Hearts" and "Annabel Lee." No prettier or sweeter sentiment than that expressed in these works could have been suggested for film reproduction. They embody all that is tender, kind and love-giving, and add a charming beauty to the story. Around these thoughts Director Griffith has woven, with his usual handicraft, a romance of love and hatred that is delightfully interesting, sprinkling here and there throughout the six sections of film dramatic incidents of the most impelling and gripping nature.

The Avenging Conscience—The voice in the wilderness heralding the dawn of a new art.

Too much cannot be said in praise of the acting. * * * * After you have seen "The Avenging Conscience" you will readily understand why D. W. Griffith is acclaimed the greatest motion picture director of the day.

He is careful and thorough in all that he undertakes, and he never leaves an "i" undotted on a "t" uncrossed.

READ

Motion Pictures, *or* "The Griffith Art"

Has the New Art Killed the Old?

THE recognized dramatic authorities in America now call the motion picture drama "the Griffith Art." When you see moving pictures, whether any ordinary one-reel, or a feature carrying our greatest stage stars, or a massive foreign production, you see work made possible by an American—D. W. Griffith.

Technical inventions, the placing of the camera, the size of the figures, settings, scenario, tempo—all the countless things that go to perfect the modern moving picture—owe their origin to this man.

For authorities see: N. Y. Journal, N. Y. Globe, N. Y. World, McClure's Magazine, Moving Picture World, Leslie's Weekly, The Theatre, Motion Picture News, Dramatic Mirror, Grau's Theatre of Science, etc.,

Read New York Critics' Opinion

After the Avenging Conscience Opened at the Strand Theatre

New York Sun—The most wonderful presentation ever seen in New York.

New York Press—Preserves the thrilling atmosphere of Edgar Allan Poe to an unusual degree.

New York Post—Beautifully conceived and executed.

New York Globe—Mr. D. W. Griffith has again proved conclusively that he is America's foremost motion picture producer.

New York American—Greatest motion picture ever shown in New York.

New York Tribune—Has big dramatic punches; marked by marvelous symbolism and splendid scenic effects.

New York Telegraph—Strongest and most unusual film ever shown; masterfully delineates the tell-tale conscience which Poe depicts with such consummate skill.

Dramatic Mirror—Will be more popular than "The Escape"; has extraordinary tone and plot.

MUTUAL FILM CORPORATION

SCENARIO BUREAU

4500 SUNSET BOULEVARD

LOS ANGELES, CAL.

Sept. 5
1 9 1 4

Mr.Albert H.T.Banzhoff,
No. 2 Rector st.,
New York City,

Dear Mr. Banzhoff,

Mr. Griffith has asked me to write to you in regard to having "Griffith" Films copyrighted in the best way for the protection of the pictures from piracy and from the use of the plots by unauthorized persons in short stories or plays.

I am not sufficiently acquainted with the latest rulings on Copyright Law to tell just where we stand, but I am under the impression that the safest way would be to have short stories prepared based on the different pictures produced by Mr. Griffith and have these published and copyrighted.

Perhaps you will be able to advise a better way. At any rate, Mr. Griffith desires something done for his protection.

Very truly yours,

Frank E. Woods

FEW/B

September 19th 1914

Librarian of Congress,

Washington, D. C.

Dear Sir:

Please send me a copy of the latest Copyright laws, and oblige

Truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

September 28th 1914

Hon. Thorvald Solberg,
Register of Copyrights,
Washington, D. C.

Sir:

Will you kindly forward me registration blanks for motion picture photo-plays reproduced in copies for sale (Application form L-1)? I would also appreciate another pamphlet of the copyright law for the reason that the previous one mailed me had a few unprinted pages and omitted a portion of the law.

Thanking you for your attention to this matter, I am

Respectfully yours,

AHTB/RR

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

October 1st 1914

Hon. Thorvald Solberg,
Register of Copyrights,
Washington, D. C.

Sir:

I have your blanks for copyright, forms L-1 and L-2. Form L-1 (motion picture photoplay reproduced for sale) requires two complete copies of motion picture photoplay. Does this mean manuscript (either story or dramatic form) or a print of the whole photographic production after the play has been produced and picture developed? Also please advise me whether it is neccessary to separately copyright the play in its story form if the same has been copyrighted under form L-1 in order to protect the rights of the author in its sale as a s tory and in its sale or release as a motion picture film.

Thanking you for your advices in this matter, I remain

Very truly yours,

AHTB/RR

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LIBRARY OF CONGRESS
COPYRIGHT OFFICE
WASHINGTON

IN REPLY QUOTE FILE
NO. , AND ADDRESS
ALL COMMUNICATIONS
"REGISTER OF COPYRIGHTS"

October 2 1914

RCD-HEVT

Dear Sir:

Your letter of October 1 correctly states that two complete copies of a motion picture reproduced for sale are required for registration of copyright. This means complete reels of film.

Whether copyright for a motion picture would secure the right to prevent the reproduction of a story based upon the motion picture is a question which the Copyright Office could not authoritatively decide. The proprietor would have the privilege of claiming copyright for the story, however, and could register the claim by proceeding as in the case of a book; that is, by publishing the story with the copyright notice and afterward depositing the necessary copies, application, and fee in this office for registration. Please see circular 35 and forms A-1 and A-5. Form A-1 would be suitable for use if the story were published by itself, and form A-5 if it were published as a periodical contribution.

Inclosures:
Circulars 35,7
✓ Forms A-1, A-5

Respectfully,
THORVALD SOLBERG
Register of Copyrights.
By
Ernest Bruncken,
Assistant Register of Copyrights.

Albert H. T. Banzhaf,
2 Rector street
New York, N. Y.

October 3 1914

Mr. Frank E. Woods,
Mutual Film Corporation,
Los Angeles, Cal.

Dear Mr. Woods:

I enclose herewith application form for motion picture photoplay reproduced for sale L-2. In my letter to you of the 29th ult. I find that I was in error in stating that a copyright production reproduced for sale could be protected by filing certificates stating the tile and description with a copy of print taken from each scene or act. From these application (form L-1) it will be necessary to file two complete copies of reels of film at Washington. I was under the impression that this act had been amended so that prints from each act or scene would be sufficient but I find that only applies to pictures not reproduced for sale.

I also enclose application forms A-1 and A-5. These can be used for copyrightin scenarios in story or dramatic form; A-1 to be used if story is published by itself, and A-5, if it is to be published as a periodical publication. I also enclose further instruction forms from Washington.

I take it that in a picture play like "The Clansman" the photoplay only could be copyrighted by Mr. Griffith as the story, either in dramatic or scenario form, may be claimed by the Author, Dixon. However, a feature like "Home Sweet Home"

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

or "The Avenging Conscience" could be copyrighted both as a motion picture photplay and as a scenario or dramatic composition.

I would advise that inasmuch as there seems to be no definite rulings on the question whether copyright of a motion picture photoplay reproduced for sale is a sufficient protection to prevent the reproduction of a story based upon the motion picture, or vice versa, that you take both steps where possible and thus be absolutely protected.

Any further information that I can give you, I will be pleased to obtain for you.

Very truly yours,

AHTB/RR
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

October 23 1914

Mr. W. P. Dunning,
c/o Mutual Film Corporation,
32 Union Square,
New York City.

Dear Sir:

On behalf of the David W. Griffith Corporation I beg to authorize you to deliver negative of film "Home Sweet Home" to the Western Import Co. for foreign distribution.

Very truly yours,

AHTB/RR

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

October 28th 1914

Commissioner of Taxes & Assessments,
9th Floor, Municipal Building,
New York City.

Sir:

I enclose herewith statement of personal tax of D. W. Griffith Corporation, showing no assets.

Very truly yours,

AHTB/RR
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Gross assets as shown by answer to question 9 ..... $ 10000

Aggregate of deductions from gross assets as shown by answer to question 19, $ 10000

Subtract the deductions from the above assets ..... $

Add "secured debts" upon which no registration tax has been paid ..... $ none

The result is the **CAPITAL STOCK LIABLE TO TAXATION** ..... $

The principal office or the place of transacting the Financial Business of the said corporation is situated in the Borough of Manhattan, in The City of New York, at No. ..... Street.

THE CITY OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

I, Albert H. Bamberger the Treasurer of the said corporation, being duly sworn, do hereby certify that the foregoing is in all respects a just and true statement of the property and debts of the corporation on the first day of October, 1914.

(Copy)

Sworn to before me this 25th day of October 1914.

Albert H. Bamberger
(Sign here.)

Charles J. Foltz
No 1178 Notary Public New York County
(Any person authorized to administer oaths.)

MANHATTAN

LINE No. .....

STATEMENT
OF THE

.....

.....

ON APPLICATION FOR REVISION

For 1915

ASSESSMENT FIXED AT

$ .....

Commissioners of Taxes and Assessments.

36-40, '14, 62,000 (P)

THIS STATEMENT SHOULD BE FILED BY NOVEMBER 10. IT MUST BE FILED BY NOVEMBER 30, 1914.

THE CITY OF NEW YORK

DEPARTMENT OF TAXES AND ASSESSMENTS

MAIN OFFICE
Municipal Building, Ninth Floor, Chambers and Centre Streets
BOROUGH OF MANHATTAN

The ....., a corporation organized
(Please state full name of the corporation.)
under the laws of the State of New York, claiming to be aggrieved by the assessed valuation of its property for the year 1915, makes application by the undersigned, one of the officers of the said corporation, to have the same revised and corrected.

Dated October 1, 1914.

.....

STATE THE VALUE OF THE FOLLOWING ITEMS:
ASSETS

All assets must be scheduled, whether located in the State of New York, or elsewhere, including deposits in banks and debts due from non-residents.

1. Real estate ..... $ none
2. Machinery and plant other than real estate ..... $ none
3. Goods, wares and merchandise ..... $ none
4. All other **tangible** personal property. (This does not include mortgages or credits) $ none
5. Cash on hand and on deposit ..... $ none
6. Debts due from solvent debtors. (This includes bonds and all credits, also "secured debts") ..... $ none
7. Shares of stock of other corporations ..... $ none
8. Value at which patent rights, copyrights, trade-marks, goodwill and franchises were taken in payment for capital stock ..... $ 11000
9. The aggregate of the above assets ..... $ 11000

DEDUCTIONS

Except the items numbered 12, 15, 17 and 18, the value of every item to be deducted must be the sum at which it is included in the above statement of assets.

10. Property exempt by law, which includes
    - U. S. Bonds, N. Y. State and Municipal Bonds ..... $ none
    - N. Y. Mortgages recorded on or after July 1, 1906, and mortgages on which a registration tax has been paid since May 13, 1907, also "secured debts." (This includes only mortgages and "secured debts" **owned** by the corporation) ..... $ none
    - Goods imported by above corporation from foreign countries on hand in unbroken original packages ..... $ none
11. Value at which patent rights, copyrights, trade-marks, goodwill and franchises were taken in payment for capital stock ..... $ 10000
12. So much of the surplus, if any, as shall not exceed ten per centum of the par value of the shares of stock issued ..... $ none
13. Shares of stock of other corporations actually owned by the above corporation which are taxable upon their capital stock ..... $ none
14. **Tangible** personal property having a permanent situs outside of this State, specifying its nature and location. (This does not include bonds, notes, evidences of debt of any kind, currency, deposits in banks, bills receivable, or any other **intangible** property) ..... $ none
15. The assessed value of the corporation's real estate in this State, including its special franchises. Give Section or Ward and Lot Numbers if in The City of New York ..... $ none
16. Real estate outside of this State, specifying its location ..... $ none
17. Indebtedness secured by the corporation's bond and mortgage on real property to which corporation now holds title ..... $ none
18. All other indebtedness of the corporation not contracted or incurred in the purchase of non-taxable property or securities, or for the purpose of evading taxation. (The amount owing for goods imported by above corporation from foreign countries on hand in unbroken original packages and the capital stock of the corporation must not be included.) Itemize as follows:
    - Bonds not secured by mortgage of real estate, $ none
    - Notes, $ none
    - Open Accounts, $ none
    - ..... $ none
19. The aggregate of the items set down in answer to questions 10 to 18 inclusive $ 10000

ADDITIONAL INFORMATION REQUIRED

a. Total par value of capital stock issued ..... $ 10000
b. Rate of last dividend ..... none ..... Date .....
c. Amount of surplus, if any, as shown by the books $ none
d. Amount of indebtedness for above imported goods; this amount is not included in No. 18 but is in addition thereto ..... $ none

(OVER)

36-34. '14. 30,000 (P)

MAIN OFFICE

Department of Taxes and Assessments,

BOROUGH OF MANHATTAN,

MUNICIPAL BUILDING,

NINTH FLOOR,

Chambers and Centre Streets.

THE CITY OF NEW YORK, October 1, 1914.

To the President, etc., of

David W. Griffith Corporation

You are hereby notified that the assessment of the above corporation for Personal Estate for the year 1915 is

$ 200

☞ If erroneous, application to correct the same must be made to the Commissioners by filing the inclosed statement in this office, properly verified. If no application for correction be made, the assessment as given above will be confirmed.

To insure the time for careful attention the application should be filed before **November 10th.** Early filing is urgently requested. Applications must be filed on or before **November 30, 1914.**

If application is filed before **November 10th** and the statement of the amount liable to taxation is unsatisfactory, the Department will endeavor to give the corporation an opportunity to file a supplementary statement.

By order of the Commissioners of Taxes and Assessments.

C. ROCKLAND TYNG,
Secretary.

SPECIAL FEATURE REPORT, WEEK ENDING 11/1/14

"HOME SWEET HOME"

BUSINESS REPORTED			
Rentals this week	$ 1,137.02		
Previously	25,084.17	$ 26,221.19	
Collections	$ 882.65		
Previously	$ 22,779.60	$ 23,662.25	
BALANCE OUTSTANDING"			$ 2,558.94
CASH STATEMENT			
Collections as above			$ 23,662.25
Less			
20 % this Week	$ 176.53		
Previously	4,555.92	$ 4,732.45	
DISBURSEMENTS THIS WEEK.			
Reel Life Adv. 10/31	$ 6.66		
Poster Mounting (Mutual)	2.04		
	$ 8.70		
Previously	5,541.79	$ 5,550.49	$10,282.94
NET CASH FOR DISTRIBUTION			$ 13,379.31
PREVIOUSLY DISTRIBUTED			12,681.89
NET FOR PAYMENT TODAY TO MAJESTIC			697.42

Dated 11/12/14

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE. BRYANT 6286
6287

THE SCREEN CLUB

165 WEST 47TH STREET

NEW YORK. Nov. 5th

Mr. A. H. T. Banzhof
#2 Rector St.
City.

Dear Sir:-

Enclose you will find estimates on avaible Theatre as per my promise also receipts from the Webers Theatre I must have misplaced some as this is all I can find and I don't remember how many weeks they ran down there however this is all I have.

Trusting this information will be of some value to you I beg to remain

Yours very truly

Albert

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE, BRYANT 6285
6287

(1)

THE SCREEN CLUB

165 WEST 47TH STREET

NEW YORK.

Estimated Expense on New York Theatres which are avaible as follows

New York after (Nov. 18th)	Seating	Capacity	2600
Harris Theatre 42nd St	"	"	1500
Hudson " 44th St.	"	"	1650
Fulton " 46th St. (Dec. 1st)	"	"	1400
Park " 59th "	"	"	1800

Wallack Theatre 29th & Bdwy
Daly's " 29 & " "
Webers " 28 & " "

I consider these No Good

Rent & Expense Weekly	
	1200
Treasurer	20
asst "	12
Mgr	50
Ushers (6)	48
Head Usher	10
2 Door Men	24
Operator	24
asst "	8
Cleaners (4)	12
Porter	6
	1414

over

TELEPHONE, BRYANT 6286
6287

THE SCREEN CLUB

165 WEST 47TH STREET

NEW YORK.

Expenses Cont.

Electricity & Heat	$ 1414
Electric Signs	75
Bill Posting	40
News Papers	200
	500
	$ 2229.00

It might be fair to estimate say $3000.00 for first two weeks and about 1600.00 there after

I have left out music but I feel that I have allowed enough to take care of that all O.K. as $1200 Rent is what we can get the New York theatre for and of course that is the most expensive of them all also the best bet to my mind –

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SPECIAL FEATURE REPORT WEEK ENDING 11-8-14.

"HOME SWEET HOME"

BUSINESS REPORTED

Rentals This Week	$ 659.42		
Previously	26,221.19	$ 26.880.61	
Collections This Wk.	595.45		
Previously	23,662.25	24,257.70	
BALANCE OUTSTANDING			$ 2622.91

CASH STATEMENT

Collections as above			24,257.70
Less			
20 % This Wk. $	119.08		
Previously	4,732.45	$ 4,851.53	

DISBURSEMENTS THIS Wk.

Reel Life Adv.11/7$ 6.66			
50M Heralds(Wilson)50.00			
4" Imprints " 2.40			
Poster Mounting Mut.6.33	65.39		
Previously	$ 5.550.49	$ 5,615.88	$ 10,467.41
NET CASH FOR DISTRIBUTION			13,790.29
PREVIOUSLY DISTRIBUTED &			13,379.31
NET FOR PAYMENT TO MAJESTIC TODAY			$ 410.98

Production Cost.

Total Paid

Balance Unpaid

Dated 11/19/14

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Home Savings Bank
Broadway at Eighth

Los Angeles, Cal. NOV 10 1914 191__

RECEIVED OF David W. Griffith Attorney by
Two Hundred Eighty DOLLARS,

Amount Principal $_____ Interest $ 280- to 11/30/14 191__

Balance_____

HOME SAVINGS BANK

No. 21805

By H. Macen

WESTERN IMPORT COMPANY
(INC.)

C O P Y

Nov. 10th, 1914.

Leading Features Co.,
514 Chamber of Commerce Bldg.,
Chicago, Ill.

Gentlemen:-

Replying to your night letter of the 9th inst. we wish to confirm our telegram of even date as under:

"Escape for state Illinois eight thousand dollars including two prints. Wisconsin three thousand dollars one print. Avenging Conscience for Illinois six thousand two prints Wisonnsin twenty four hundred one print. Writing"

In accordance with your request we are enclosing heralds giving synopsis of both "The Avenging Conscience" and "The Escape."

We might take this occasion to say to you that this is the first time that any Griffith features have been offered under the state right basis and we believe it is an opportunity to secure not only money makers, but films of great dramatic power. "The Escape" is after the play written by Paul Armstrong which had a very long and notable run in New York, and "The Avenging Conscience" is taken from Edgar Allan Poe's works.

If you are interested, arrangements will be made by which both of these features can be shown in Chicago as we have a number of applications for Illinois and Wisconsin territory and we hope you will let us hear from you by wire promptly upon receipt of this letter.

Yours very truly,

WESTERN IMPORT CO. INC.

EGD/RH

Manager

TELEPHONE
2610 GRAMERCY

R. E. AITKEN VICE-PRES.

CABLE ADDRESS
"WESFILM"

WESTERN IMPORT COMPANY
(INC.)
IMPORTERS AND EXPORTERS
71 WEST 23RD STREET
ROOM 1205

ENGLAND
4 Gerrard Street,
Shaftesbury Avenue,
London, W.

GERMANY
Friedrich Street. 235,
Berlin. S. W. 48

FRANCE
83 Bis, Rue Lafayette.
Paris (9e)

AUSTRIA
Neubaugasse 40,
Vienna VII.

BELGIUM
65, Rue Van Artevelde,
Brussels.

SCANDINAVIA
Copenhagen,
Mikkel Bryggersgade 18

SOLE EUROPEAN AGENTS:

DOMINO
MAJESTIC KEYSTONE
RELIANCE BRONCHO
KOMIC AND KAY BEE
FILMS

NEW YORK, Nov. 11th, 1914.

Albert H. T. Banzhaf, Esq.
#2 Rector St.,
New York City, N.Y.

Dear Sir:-

In accordance with Mr. Aitken's instructions we hand you herewith copy of the circular letter relative to "The Avenging Conscience" and "The Escape" sent to state right buyers, also copy of one of our replies to an inquiry.

Yours very truly,
WESTERN IMPORT CO. INC.

EGD/RH

Manager

F 5-28-14-115,000 (5-16275) 2

When completed MAIL to Comptroller of the State of New York, Albany, N. Y.

To the Comptroller of the State of New York:

As Treasurer of the David W. Griffith Corporation Company

I make the following report of such Company for the year ending October 31, 1914, pursuant to the provisions of Section 182, Chapter 60 of Consolidated Laws:

(1) The last preceding report made by this Company to the Comptroller of the State of New York under the provisions of the above acts was for the year ending October 31, 1914 none

(2) Organized December 31st, 1913, under the laws of New York

(3) This Company began business in the State of New York on December 31st 1913

(4) Authorized capital stock of Company $ 10,000.00

(5) Number of shares of stock *authorized* { Common 100 / Preferred none

(6) Number of shares of stock *issued* { Common 100 / Preferred none

(7) *Par value* of each share { Common $100. $ 10,000.00 / Preferred none $ —

(8) Amount paid into Treasury of Company on each share { Common $ 10,000.00 / Preferred none $ —

(9) Amount of Capital stock issued for cash or property except as in (10) none $ —

(10) Amount of Capital stock issued for good will, copyrights, brands, patents, trade-marks, formulæ, services, etc., other than cash or property as in (9) $ 10,000.00

DIVIDENDS

(11) Amount of **common stock** on which dividends were declared none $ —

(12) Amount and date of each dividend on **common stock** none —

(13) Rate per cent per annum of dividends on **common stock** none —

(14) Amount of **preferred stock** on which dividends were declared none $ —

(15) Amount and date of each dividend on **preferred stock** none —

(16) Rate per cent per annum of dividends on **preferred stock** none —

(17) Nature of **business** in State of New York and **how transacted**

Release & sale of motion pictures

(18) (*a*) **Place, street** and **number** where such business is conducted

Room 1507 - 2 Rector St. City of New York

(*b*) **Where will mail reach the company?** (Place, street and number.)

(19) Average value of **stock in trade** carried in the State of New York during the year ending October 31, 1914 $ — ?

(20) Average monthly **bank balance** employed in the State of New York during the year ending October 31, 1914 $ — ?

(21) Average value of **bills and accounts receivable** in State of New York during the year ending October 31, 1914 $ — ?

(22) Average value of **shares of stocks** of other corporations doing business in the State of New York and owned by this Company during the year ending October 31, 1914 $ none

[Over]

Each statement must be full and explicit

(23) Average value of bonds, loans on call and other financial securities in the State of New York, during the year ending October 31, 1914 ..... none ..... $ ——

(24) Average value of all personal property other than heretofore mentioned, in New York, during the year ending October 31, 1914 ..... none ..... $ ——

(25) **Gross value of real estate** located in the State of New York and owned by this Company during the year ending October 31, 1914, and where situated ..... none ..... $ ——

Location .....

Location .....

Location .....

Location .....

(26) **Total of assets above enumerated located in the State of New York during the year ending October 31, 1914** ..... none ..... $ ——

(27) Average value of **stock in trade** carried outside the State of New York during the year ending October 31, 1914 ..... none ..... $ ——

(28) Average monthly **bank balance** employed outside the State of New York during the year ending October 31, 1914 ..... none ..... $ ——

(29) Average value of **bills and accounts receivable** outside the State of New York during the year ending October 31, 1914 ..... none ..... $ ——

(30) Average value of **shares of stocks** of other corporations owned by this corporation where such corporations are doing business wholly without the State of New York $ ——

(31) Average value of bonds, loans on call and other financial securities outside the State of New York, during the year ending October 31, 1914 ..... none ..... $ ——

(32) Average value of personal property, other than heretofore mentioned, outside New York during the year ending October 31, 1914 ..... none ..... $ ——

(33) Gross value of **real estate** located **outside** the State of New York and owned by this Company during the year ending October 31, 1914, and where situated ..... none ..... $ ——

.....

.....

.....

.....

.....

(34) **Total of assets located outside the State of New York during the year ending October 31, 1914** ..... none ..... $ ——

(35) AVERAGE LIABILITIES:

Bonds not secured by mortage, average ..... none ..... $ ——

Mortgages, average ..... none ..... $ ——

Bills payable, average ..... none ..... $ ——

Accounts payable, average ..... none ..... $ ——

Other liabilities, **excluding capital stock, average** ..... none ..... $ ——

Total average liabilities ..... none ..... $ ——

(36) Highest **bona fide price** at which stock sold during the year ending October 31, 1914 ..... **Preferred** none $ ——
Common none $ ——

(37) Lowest **bona fide price** at which stock sold during year ending October 31, 1914 ..... **Preferred** none $ ——
Common none $ ——

[Over]

(38) Percentage of capital stock of the company employed in the State of New York during the year ending October 31, 1914, in manufacturing and in the sale of the product of such manufacture None

(39) Are your goods manufactured for you by others? yes

(40) Do you operate a factory? No

REMARKS.

If to date Company has not received any funds or income as the name is firmly contemplated

Officers' Names:

David W. Griffith *President,*

H. E. Aitken *Vice-President,*

Albert H. Barnes *Secretary,*

Albert H. Barnes *Treasurer.*

The Undersigned, being the Treasurer of the above Company, estimates and appraises the Capital Stock of said Company as follows:

100 shares at No value at present dollars

cents per share, amounting in the whole to

100 dollars.

In Witness Whereof, I have set my hand this 12th day of November, 1914

David W. Griffith By proxy

Albert H. Barnes Treas

(Official Title)

[Over]

STATE OF NEW YORK,
County of New York } ss.:

On this 12th day of November A. D. 1914, personally appeared before me, a Notary Public in and for the County of New York, Albert H. T. Barnhof Treasurer, of the above named Company, who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes all dividends of any description declared by said Company during the year ending October 31, 1914, and that he has, according to his best knowledge and belief, appraised the Capital Stock of the Company as provided by statute, at not less than the average price at which it sold and not less than the difference between its assets and liabilities, exclusive of capital stock.

Albert H. T. Barnhof

Sworn to before me the day and year aforesaid.

Nath. Wittenberg
Notary Public.

Orig to Mr. mailed
Nov 16 '14

Form 42

No.

CAPITAL STOCK REPORT

For Year Ending October 31, 1914, of

The David W. Griffith Corp.
Albert H. T. Barnhof
2 Rector St. (R. 920)

Report due November 15th; Tax payable on or before January 15th

Duplicate copy should be kept for your files.
All annexed statements must be sworn to thereon.

NOTE.—Corporations paying six or more than six per centum on their entire issued capital stock need not appraise their capital stock; all others must appraise.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE
2610 GRAMERCY

R. E. AITKEN VICE-PRES.

CABLE ADDRESS
"WESFILM"

WESTERN IMPORT COMPANY
(INC)
IMPORTERS AND EXPORTERS

71 WEST 23RD STREET
ROOM 1205

ENGLAND
4 Gerrard Street,
Shaftesbury Avenue,
London, W.

GERMANY
Friedrich Street. 235,
Berlin. S. W. 48

FRANCE
83 Bis, Rue Lafayette.
Paris (9e)

AUSTRIA
Neubaugasse 40,
Vienna VII.

BELGIUM
65, Rue Van Artevelde,
Brussels.

SCANDINAVIA
Copenhagen,
Mikkel Bryggersgade 18

SOLE EUROPEAN AGENTS:

DOMINO
MAJESTIC KEYSTONE
RELIANCE BRONCHO
KOMIC AND KAY BEE
FILMS

NEW YORK, Nov. 18-14.

Standard,
665 Washington St.,
Boston, M a s s.

Gentlemen -

If you were asked to name a play that had consistently been shown for twenty years, and each time played to capacity audiences, you would undoubtedly say that Denmon Thompson's "Old Homestead" accomplished that fact.

Furthermore, you would be apt to mention Thomas Jĕfferson who produced and acted in "Rip Van Winkle", as doing the same thing.

What we would ask you is this: What director can you name who has a following, and whose plays will live to the end of time? There is only one, and his name is D.W.Griffith. He is the Belasco, the Jefferson, and the Thompson of the picture business. His following runs into millions, and you have never seen an audience dissatisfied with a Griffith production.

Go out and ask any exhibitor whose pictures he would rather show. Ask him whose pictures have class, photography, and action, and ask him to name his choice of any producer, and the answer will be, ninety-nine times out of a hundred, D.W.Griffith.

Fortify yourself with a production you will be proud of. Pick a live one that has a following, and make some money out of the picture business. Arrange to see the "Escape" and the "Avenging Conscience", which we are offering for the first time on a state rights basis. Make an offer, select your territory but go to it now, because the advertising that the "Escape" and the "Avenging Conscience" has had will not leave them open very long.

Wire, write, or phone for information as to open territory and further particulars, act quickly.

Very truly yours,

WESTERN IMPORT COMPANY.

MGR

1914

Care should be taken to put this policy in a safe place where it will not be liable to be destroyed or lost. It is difficult to secure a duplicate policy.

11/24/14

No. 226579 $ 5,000

The Provident Life and Trust Company of Philadelphia

Policy

ON THE LIFE OF

JOHANNES CHARLEMAGNE EPPING,

LOS ANGELES,

CALIF.

Premiums due	- -	----	--	--	11/9/

VAIL & ELDREDGE, GENERAL AGENTS
1409-13 CLAUS SPRECKELS BUILDING
SAN FRANCISCO, CAL.

316 MERCHANTS NATIONAL BANK BUILDING
LOS ANGELES, CAL.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

124

To the Trust Department
of the Los Angeles Trust & Savings Bank.

Mrs Frederick C. Peters Dolgner
11 Oct 75 '84

Election for "Option A" or "Option B"

THIS FORM IS APPLICABLE FOR THE ELECTION OF "OPTION A" OR "OPTION B" UNDER AN ENDOWMENT POLICY OR A LIFE POLICY OR A TERM POLICY. IT IS NOT APPLICABLE FOR THE ELECTION OF "OPTION C" UNDER AN ENDOWMENT POLICY. ANOTHER FORM WILL BE FURNISHED FOR THAT PURPOSE.

Read your Policy before Electing an Optional Method of Settlement. Such Election cannot be intelligently made without full knowledge of the terms and provisions of the Policy. Read the Explanations on the Reverse Side of this Sheet.

ELECTION under "OPTIONAL METHODS OF SETTLEMENT" set out in Policy No. 226579 on the life of Johannes Charlemagne Epping, issued by The Provident Life and Trust Company of Philadelphia.

Option Elected (1) "Option A" is elected.

Number of Installments and how payable (2) The Elected Yearly Installments of Income shall be ten in number and it is requested that said Yearly Installments shall be paid in equal Yearly parts.

Change of Number of Installments by Electing Party (3) Any hereby Electing Party entitled to receive Elected Yearly Installments of Income, may direct at the time when the proceeds of the Policy become payable to such Electing Party, that the number of Elected Yearly Installments of Income chosen by No. 2 shall be any other number of Yearly Installments permissible under the Option elected by No. 1.

Change of Number of Installments by other than Electing Party (4) Any party not a hereby Electing Party, entitled to receive Elected Yearly Installments of Income, may not direct at the time when the proceeds of the Policy become payable to such Non-electing Party, that the number of Elected Yearly Installments of Income chosen by No. 2 shall be any other number of Yearly Installments permissible under the Option elected by No. 1.

Commutation (5) I. The right of Commutation is reserved unto any hereby Electing Party entitled to receive Elected Installments of Income.

II. The right of Commutation is _____ withheld from any other person or party entitled to receive Elected Installments of Income.

Revocation (6) Any Optional Method of Settlement which may have been elected prior to the execution of this present Instrument, is hereby revoked.

Election subject to Policy (7) This Election is expressly subject to all the terms and provisions of the Policy.

Executed this 24th day of November A. D. 1914

Witnessed by

Two witnesses to sign here.
Edna Smith
Daniel M. Warde

Electing party to sign here.
Johannes Charlemagne Epping SEAL

Witnessed by

Two witnesses to sign here.
_____
_____

Electing party to sign here.
_____ SEAL

Read Carefully

Every Election must be made in writing and filed with the Company at its Home Office, accompanied by the Policy, and will take effect only when endorsed on the Policy by the Company. [See Policy.]

Every person or party having any interest in the Policy, except the Policy Beneficiary, must unite in any Election made by the Insured. [See Policy.]

Every person or party having any interest in the Policy, except the Insured, must unite in any Election made by the Policy Beneficiary or Assignee. [See Policy.]

An Electing Party is any person or party who may have executed the foregoing Election by virtue of authority conferred upon such person or party by the Policy.

See Explanations on Reverse Side of this Sheet

ON DEC 3 1914 THE COMPANY CERTIFIES THAT THE FOREGOING IS A TRUE COPY OF AN INSTRUMENT FILED AT ITS HOME OFFICE.

Henry Pradelle ACTUARY

EXPLANATIONS

(1) "Option A" may be elected, or,

"Option B" may be elected unless the Policy Beneficiary [for definition of this term see Policy] or any Assignee [for definition of this term see Policy] shall be more than one individual, in which case "Option A" only may be elected. [See Policy.]

(2) State here the chosen number of Elected Yearly Installments of Income. [For definition of this term see Policy.]

Under "Option A" the Elected Yearly Installments of Income which may be chosen may be from 2 to 30 in number. [See Policy.]

Under "Option B" the Elected Yearly Installments of Income which may be chosen may be either 10 or 15 or 20 or 25 in number. [See Policy.]

It is the purpose of No. 2 also to enable the Electing Party to request that the Elected Yearly Installments of Income shall be paid either yearly or in proportionate equal half-yearly or quarterly or monthly parts of the Yearly Installments. [See Policy.]

(3) It is the purpose of No. 3 to enable an Electing Party to change the number of Yearly Installments of Income previously chosen by No. 2.

(4) It is the purpose of No. 4 either to withhold or not to withhold from any person or party not an Electing Party, the right to change the number of Yearly Installments of Income chosen by No. 2.

(5) It is the purpose of No. 5 to reserve to the Electing Party the right to commute for one cash sum such Elected Installments of Income as may become payable to such Electing Party, and either to withhold or not to withhold the right of Commutation from any other person or party who may become entitled to receive all or any of the Elected Installments of Income. [See Policy.]

THIS FORM IS APPLICABLE FOR THE ELECTION OF "OPTION A" OR "OPTION B" UNDER AN ENDOWMENT POLICY OR A LIFE POLICY OR A TERM POLICY. IT IS NOT APPLICABLE FOR THE ELECTION OF "OPTION C" UNDER AN ENDOWMENT POLICY. ANOTHER FORM WILL BE FURNISHED FOR THAT PURPOSE.

1305. 1-22-1912. 6000.

LAW OFFICES OF
SELIGSBERG & LEWIS
55 LIBERTY ST.
NEW YORK CITY

WALTER N. SELIGSBERG
CLARENCE M. LEWIS

GEORGE TROSK

29th December 1914

Albert H. T. Banzhaf Esq.
2 Rector Street
City

Dear Mr. Banzhaf:

Will you have Mr. Griffith sign the enclosed waiver and return it to me?

Yours truly

WNS.FL

(ENC.)

W. N. Seligsberg

SPECIAL FEATURE REPORT,--WEEK ENDING 11/22/14

"HOME SWEET HOME"

BUSINESS REPORTED

Rentals this Week	$ 731.63	
Previoulsy	27,353.56	$ 28,085.19
Collections this Wk.	$ 612.93	
Previoulsy	24,993.00	25,605.93

BALANCE OUTSTANDING $ 2,479.26

CASH STATEMENT

Collections as above			$ 25,605.93
Less			
20 % this Wk.	$ 122.59		
Previously	4,998.59	$ 5,121.18	

DISBURSEMENTS THIS WK.

Reel Life Adv.11/21	$ 6.66		
25 slides(Excelsior)	3.00		
2 Imprints (Wilson)	1.20		
Poster Mounting(Mutual)	7.56		
	$ 18.42		
Previously	5,638.87	$ 5,657.29	$ 10,778.47

NET CASH FOR DISTRIBUTION	$ 14,827.46
PREVIOUSLY DISTRIBUTED	14,355.54
NET PAYMENT TODAY TO MAJESTIC	$ 471,92

Dated 12/4/14

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SPECIAL FEATURE REPORT WEEK ENDING 11/29/14

"HOME SWEET HOME"

BUSINESS REPORTED

Rentals this week	$ 645.35		
Previously	28,085.19	$ 28,730.54	
Collections this Wk.	$ 776.40		
Previously	25,605.93	26,382.33	
BALANCE OUTSTANDING			$ 2,348.21

CASH STATEMENT

Collections as above			$ 26,382.33
Less			
20 % this Wk	$ 155.28		
Previously	5,121.18	$ 5,276.46	
DISBURSEMENTS THIS WEEK.			
Reel Life Adv.11/28	$ 6.66		
Previously	5,657.29	5,663,95	10,940.41
NET CASH FOR DISTRIBUTION			$ 15,441.92
Previously Distributed			14,827.46
NET PAYMENT TODAY TO MAJESTIC M. P. CO.			$ 614.46

Dated 12/10/14

SPECIAL FEATURE REPORT, WEEK ENDING 12-6-14

"HOME SWEET HOME"

BUSINESS REPORTED

Rentals this Wk.	$ 630.03		
Previously	28,730.54	$ 29,360.57	
Collections this Wk.	$ 624.88		
Previously	26,382.33	27,007.21	
BALANCE OUTSTANDING			$ 2,353.36

CASH STATEMENT

Collections as above			$ 27,007.21
Less			
20 % this Wk.	$ 124.97		
Previously	5,276.46	$ 5,401.43	

DISBURSEMENTS THIS WK.

* Reel Life Adv.12/5	$ 6.66		
Advertising Drawing (Cheltenham)	15.00		
25 slides (Excelsior)	3.00		
1 Imprints (Wilson)	.60		
Traveling Exp.(Hadfield	9.58		
Poster Mounting (Mutual)	5.04		
Scenarios (Mutual)	350.00		
	$ 389.88		
Previously	5,663.95	$ 6,053.83	$ 11,455.26
NET CASH FOR DISTRIBUTION			$ 15,551.95
PREVIOUSLY DISTRIBUTED			15,441.92
NET FOR PAYMENT TODAY TO MAJESTIC			$ 110.03

Dated 12/18/14

SPECIAL FEATURE REPORT, WEEK ENDING 12/13/14 .

"SAPHO"

BUSINESS REPORTED

Rentals This Wk.	$ 171.75		
Previously	32,915.11	$ 33,086.86	
Collections this Wk.	$ 30.75		
Previously	32,121.88	$ 32,152.63	
BALANCE OUTSTANDING			$ 934.23

CASH STATEMENT . . .

Collections as above.			$ 32,152.63
Less			
20 % this Wk.	$ 6.15		
Previously	6,424.36	$ 6,430.51	
DISBURSEMENTS THIS WEEK			
Reel Life Adv. 12/12	$ 6.67		
5 slides (Novelty)	.60		
	$ 7.27		
Previously	22,417.47	$ 22,424.74	$ 28,855.25
NET CASH FOR DISTRIBUTION			$ 3,297.38
PREVIOUSLY DISTRIBUTED			3,280.05
NET PAYMENT TODAY			$ 17.33
To Majestic M. P. Co.	$ 8.66		
Due Mutual	8.67		$ 17.33

Dated 12/28/14

D. W. GRIFFITH MUSEUM

SPECIAL FEATURE REPORT, WEEK ENDING 12/13/14

"RUY BLAS" NO. 8

BUSINESS REPORTED

Rentals This Week.	$ 45.85		
Previously	5,092.78	$ 5,138.63	
Collections This Wk.	$ 18.80		
Previously	4,887.51	4,906.31	
BALANCE OUTSTANDING			$ 232.32

CASH STATEMENT

Collections as above			$ 4,906.31
Less			
20 % this Wk.	$ 3.76		
Previously	977.51	$ 981.27	

DISBURSEMENTS THIS WK.

Reel Life Adv. 12/12	$ 6.67		
Poster Mounting (Mutual)	.64		
	$ 7.31		
Previously	1,670.43	$ 1,677.74	$ 2,659.01
NET CASH FOR DISTRIBUTION			$ 2,247.30
PREVIOUSLY DISTRIBUTED			2,239.57
NET FOR PAYMENT TODAY			$ 7.73
PRODUCTION COST			$ 3,308.72
		Total Paid	2,247.30
		Balance Unpaid . . .	$ 1,061.42

Dated 12/28/14

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

SPECIAL FEATURE REPORT WEEK ENDING 12/13/14.

"HOME SWEET HOME"

BUSINESS REPORTED

Rentals This Week	$ 550.80		
Previously	29,360.57	$ 29,911.37	
Collections this Wk.	$ 546,45		
Previously	27,007,21	27,553.66	
BALANCE OUTSTANDING			$ 2,357,71

CASH STATEMENT

Collections as above			$ 27,553.66
Less			
20 % this Week	$ 109.29		
Previously	5,401,43	$ 5.510.72	

DISBURSEMENTS THIS WEEK.

Reel Life Adv. 12/12	$ 6.66		
2 Imprints (Wilson)	1.20		
Slides (Excelsior)	2.41		
2 Adv. cuts (Amer.Press)	5.86		
Poster Mounting (Mutual)	6.96		
Traveling Expenses((Hadfield)	11.90		
Salary " "	26.67		
	$ 61.66		
Previously	6,053.83	$ 6,115.49	$ 11,626.21

NET CASH FOR DISTRIBUTION	$ 15,927.45
PREVIOUSLY DISTRIBUTED	15,551.95
NET FOR PAYMENT TODAY TO MAJESTIC	$ 375.50

Dated 12/28/14.

SPECIAL FEATURE REPORT WEEK ENDING 12/20/14.

"HOME SWEET HOME"

BUSINESS REPORTED

Rentals this Wk	$ 562.05	
Previously	29,911.37	$ 30,473.42
Collections this Wk	295.45	
Previously	27,553.66	27,849.11

BALANCE OUTSTANDING . . . . . $ 2,624.31

CASH STATEMENT

Collections as above			$ 27,849.11
Less			
20 % this Wk.	$ 59.09		
Previously	5,510.72	$ 5,569.81	

DISBURSEMENTS THIS WK.

100 Herlads(Wilson)	$ 150.00		
10 Slides(Excelsior)	1.37		
Poster Mounting(Mutual)	.48		
Salary (Hadfield)	47.25		
	$ 199.10		
Previously	6,115.49	$ 6,314.59	$ 11,884.40

NET CASH FOR DISTRIBUTION . . . . . $ 15,964.71

PREVIOUSLY DISTRIBUTED 15,927.45

NET PAYMENT TODAY TO MAJESTIC . . . . . $ 37.26

PRODUCTION COST . . . . . ; $ 20,368.14

Total Paid 15,964.71

Balance Unpaid..... $ 4.403.43

Dated 1/4/15

SPECIAL FEATURE REPORT WEEK ENDING 12-27-15 (1914)

this is an error -eb

"HOME SWEET HOME"

BUSINESS REPORTED

Rentals This Wk.	$ 679.25		
Previously	30,473.42	$ 31,152.67	
Collections this Wk.	$ 384.95		
Previously	27,849.11	28,234.06	
BALANCE OUTSTANDING			$ 2,918.61

CASH STATEMENT

Collections as above			
Less			$ 28,234.06
20 % This Wk.	$ 76.99		
Previously	5,569.81	$ 5,646.80	

DISBURSEMENTS THIS WK.

Reel Life Adv.12/19	$ 34.00		
" " " 12/26	34.00		
10 electros(Amer.Press)	8.12		
3 cuts (M.P.World)	5.54		
Salary & Exp.(Hadfield)	26.03		
Poster Mounting(Mutual)	1.92		
Reel Life Adjustment	54.68		
	$ 164.29		
Previously	6,314.59	$ 6,478.88	$ 12,125.68

NET CASH FOR DISTRIBUTION.	$ 16,108.38
PREVIOUSLY DISTRIBUTED	15.964.71
NET PAYMENT TODAY TO MAJESTIC.M.P.CO.	$ 143.67
PRODUCTION COST	$ 20,368.14
Total Paid	16,108.38
Balance unpaid . . .	$ 4,259.76

BITZER
NOTES
1914
Ugr

Mr. Newhall

Here's a bit more
by Bitzer

1B

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Bitzer file
Dec. 1914

The Birth of a Nation

After re-reading pages of what I had jotted down, I find that actualities vary somewhat with the data that has been printed on the same subject.

Upon reading the amazingly accurate Program Notes about D. W. Griffith, many new to me. The wind was almost taken entirely out of my sails. And what I had hastened to jot down as experiences encountered while filming the Birth of a Nation, seemed upon my re-reading them, all wrong, insofar as I had not only treated what I had written in a be-littling way, but also the material was not startlingly interesting. This latter is due to the fact that the Birth of a Nation was just another grind, and lacked the interesting incidents, and anecdotes, as of "Intolerance", and also the many humorous happenings of Mr. Griffith's earlier days our mistakes, etc.

Regarding the first statement actualities, my mediochre accounting of an incident of being personally authorized to offer an interest in the profits, (if any) of the Birth of a Nation (in earnest) to a neighbor for use of a coveted area of his property for use of our overflow negro mob scenes, has all the earmarks of cheap, chiselling as I put it. Lacking the terse, intelligent description, which I read of how Mr. H. E. Aitken advanced $25,000 others came with so and so much, which I thought was vastly more interesting than the twaddle I was jotting down.

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BILLY BITZER ON PHOTOGRAPHY

Conversation with Beaumont Newhall, Jan. 30, 1940

The history of the movies has come as a bitter blow to B. Griffith's publicity build-up had established him as a pioneer in the close-up, the fade-out, the flash-back, the travelling camera etc.----now, in the Film Library, he finds that he is not the originator. I pointed out how many inventions are simultaneous, and said that he should feel gratified that he was one of those independent workers who had enough feeling of the medium to recognize possibilities.

Origin of the close up. Griffith was not satisfied with the pantomimic emphasis of the actors alone. Found that on the screen details which would be unnoticed in stage productions become too obvious. A chap in the background buttons his fly while important business is going on, and the audience sees the gross gesture instead of the acting. First they tried putting the background out of focus, but this was too unnatural. Then they shot through a gauze mask, with hole cut out around the form of principal actor. This made matters worse---threw emphasis on the background. Finally Griffith said---give me only pieces of film with the actors alone.

Origin of the vignette mask. Experimenting with electric light in his basement, B. found he needed a lens hood to cut out flare which the ortho unbacked film of the day picked up easily. Took an old glue-pot, knocked out the bottom and stuck it over his lens. At wide apertures needed in artifical light this improvised lens hood worked fine. One day at Fort Lee he was shooting out doors and used the glue pot over the lens. When films came out of the lab., the corners of every frame were dark, which upset the lab. man who asked if there was anything wrong with B's aperture. Of course, stopping down the lens out-of-door brought the edges of the glue pot into focus. But Griffith found the results splendid. Says B: "We didn't have a 5 and 10 movie anymore, but something really artistic."

Origin of fade-out. All early films ended with a kiss. If held too long, yokels in audience would make smacking noises. If cut too short, effect was

lost . Couldn't use a slow curtain because "we were through with the stage, we had gone a long way beyond that." So B finally hit upon stopping down to underexpose gradually.

Lenses and cameras. Only one lens, and that F/3.5---multipule turret heads, etc. unknown. Wide angle lens the first to be added, but never covered frame well. Camera was light, and could be carried from spot to spot easily. B. still likes this way of working, and speaks with scorn of present-day cameramen who sit comfortably in big cranes and when they ~~was~~ want a 3-inch lens just press a button. When you finished a day's work in the old days you felt as if you had accomplished something.

Early Biograph camera a beautiful instrument. Perforated the film while it was being cranked. B. could always find his camera set-ups by the piles of little celluloid disks stamped out by the punch, and which fell from a hole in camera box. Reflex viewer. Suction device to hold 2-1/2 inch film flat against the gate.

Virtue of early equipment. Shot today, said B., The Birth of a Nation would not be so effective. Panchromatic stock, fast lenses, reverse lighting, would have destroyed the hard brilliant quality of those old Brady photographs.

Documentation. Brady photographs used in The Birth. B was familiar with them. ~~tem.~~ "A cameraman picks up a lot of information about old photos." Griffith relied on documents, claimed B., to a very great extent. B. used to bribe local librarian (with a box of candy---silk stocking not worn then) to dig up material for Intolerance. Made copies of engravings, etc., which Griffith went over. Some he would slip in his pocket. On the set, he would order his actors to take general poses, then he would duck behind something, take a quick look at the picture in his pocket, come back, change the grouping and ask B if the set would photograph like the picture.

The Birth of a Nation 1. No Excerpts

I had been grinding a motion picture camera for the American Mutoscope and Biograph Co. for 12 years before the advent into this company of Mr. D.W. Griffith, in the spring of 1908. I continued another 5 years with the American Biograph with Mr. Griffith as Director until Oct. 1st 1913.

Having connected with the Biograph practically at its inception after 17 years I had become a fixture, was naturally pretty loyal to the Biograph Colors you can't stay in a spot that long without becoming so.

When Mr. Griffith decided to leave Biograph I refused to join with him, although he offered to treble my salary. I didn't think the Independent outfit he was going with could possibly stand the gaff of Mr. Griffiths spending of both, Film, and Money. Among the inducements Mr. Griffith pictured to me was one in which he said, We will bury ourselves in hard work out at the coast (we were in New York then 175th St. Biograph) for five years, and make the greatest pictures ever made, make a million of dollars, and retire, and then you can have all the time you want to fool around with you camera gadgets, etc., Mr. Griffiths goal being to retire then and write. Now I thought how can he be so sure of that, when even now in the pictures we had, and were making we never did know whether we had a Best Seller as it were until it went out. I had as I thought a lifetime job with the Biograph (Rock of Gibraltar) the other I felt would be short lived, the pleadings, the lures etc. of H.E. Aitken Mr. Griffith et al won out. I went with Mr. Griffith and as I had anticipated worse than the old grind as one could sense the money worry from the beginning and same type of pictures, They had to hock the Great Leap which Christy Cabanne directed under the Mutual Banner to pay the railroad fares of Mr. Griffiths Co. to the coast. There wasn't a thing on the horizon I could see of a picture or pictures that would make a million dollars, and Mr. Griffith wasn't talking along that line at all, as he had before however we went along with, the Escape, Avenging Conscience, Home Sweet Home and the Clansman which was just another, except. See Page 3

MACADAM BOND
PRE-CONTENT

The Birth of a Nation, Changed D.W. Griffith's Director Personality entirely, where heretofore he was wont to refer in starting on a new picture, as grinding out another sausage, and go at it lightly. His attitude in beginning on this one was all eagerness, he acted like here we have something worth while. Having been so very close to him for so many pictures (at that time we had made nearly a thousand pictures together) nights Sundays Holidays always the grind. He just lived pictures and nothing else. (His Social side was nil.) I could not help but notice this jumping around to get started. I at first thought it was the big price of the story at that time $25,000 Thos. Dixons the Clansman that had to do with his excitement. Personally I did not share the enthusiasm. I had read the book and figured out that a negro chasing a white girl was just another sausage after all and how could you show it in the South etc. So I didn't think it would be anything unusual. But about D.W. when one stands alongside another day in day out he generally sitting right in front of me, and in looking at the top and back of his head almost as much as at the scene being taken you get to know each hair in his head and also his various moods. A wiggling the foot on his crossed leg meant not so good even before the scene was finished and when he would perhaps have just read a telegram from the N. Y. office perhaps a picture was below par he would perhaps start singing, (He had a pretty good voice too) Save your money for the Winter times coming soon. So when he confided to me that if you get that old camera of yours to get this one right, we won't be eating at Childs anymore. (Of course we weren't eating at Childs) He certainly became all serious. He never had an overabundamt sense of humor. Occassionally if he spotted some new contraption on the front of my old camera as he always called it maybe an extra long cigar box affair sticking out in front around the lense he might hold up everything just before taking a scene and hunt around the studio for a piece of rope or wire come to thecamera and carefully start trying it around some part of the camera and everybody watching and wondering he would say Now we ought to get it. "Camera". These occassional little pranks were the height of his clowning and rare at that. We started in on the Birth a steady grind no night photography all Sunlight excepting a few battle scenes and a strictly soap box mineature of the Burning of the Atlanta.

The Birth of a Nation

In jotting down things that come to mind during the Filming of The Birth of a Nation, (which by the way, has not the interesting incidents, nor anecdotes, which happened with the making of Intolerance, or at Mamaroneck, nor the humorous angles connected with our earlier day "Griffith" experiences), I found upon re reading the things I had put down, that upon paper they lacked not only aggrandisement of the subject at hand, but smacked of an attitude of belittling, in a rather mediochre caliber the incidents, and ending not especially of interest.

This was brought home, forcibly to my mind, after I had read the amazingly accurate, tersely written Program notes on D. W. Griffith, much of which was new to me, as being preoccupied with the mechanics of the camera I did not pay much attention, as to what the Trade, etc., were lauding as marvellous achievements, both Directorial, or Photographic. What I am trying to say is this. It was just in a days work. If Mr. Griffith yearned for some effect, whether a Fade Out or what not, without reference as to whether it had been done eons ago by Melies, I tried in one way or another to produce what he would like and when I worked satisfactorily we were hailed as the inventor of the Fade Out.

Although we had seen the early Melies picture with its fades, we had forgotten about it, when at this time we were groping for such an effect. I can remember my not being especially intrigued when I first saw the Melies dissolves. I felt then that the surface had barely been scratched, as to the tremdous possibilities of the Movie camera, in black art, illusion, et al. So in a sense I have the wind taken out of my sails completely when after strutting about as the originator of various photographic effects undisputed by our American camera men guess they didn't know either I find here in the M. of M.Art that there were others, and so was considerably tamed down in my writing of effects attained even in the Birth, lest they be a mere waste of words or at most of little interest.

One Camera.

That there was only one camera used on the Birth of a Nation was due mostly to the fact that Mr. Griffith liked to supervise every scene personally. And it was so easy to pick up the light camera of that time and come forward for a closer up, back again to the longer shot, side angle now, etc. and it gave Mr. Griffith the opportunity of directing every detail of each scene personally. So that only on an occassion where the camera was on an elevated platform as in the distant battlefield shots where it would require a little time in hoisting it up and placing it. was a second camera put into use. and then Mr. Griffith would call me off the platform to operate this extra camera. There were many times when I wished he would'nt depend upon me so much as I felt that several cameras would speed up things as after all a fellow doesn't want to spend all his life begrimed with gunpowder in dusty cal dobey trenches. The fireworks man shooting smoke bombs from a point behind the camera which seemed to be the only position from which he could control them to explode inside the camera lense field whizzing past the cameramans head and sometime it seemed as though that one must have gone through between the legs of the tripod So lets get it over with

THE OLD FILM LIMITED IN HALF TONES

and get back on the studio stage, cleaner and more comfortable there, Perhaps the old practically one lense camera and the old (ORTHOCHROMATIC) slow emulsion film, with its limited half tones (MOSTLY BLACK AND WHITE) really helped the Birth of a Nation photography it sort of dated the Period not only in the battle scenes but in the reproduction of scenes of the historic Surrender of Gen Lee. Pres. Lincoln at Fords Theatre

we likened them to the Brady Civil War Photographs that we had seen and of course exulted in our photographic achievements But the crude equipment and film was made to order it seems to me now. of course the Blue and the Gray uniforms completed the photographic realism

NO ELECTRIC LIGHT ALL SUN PHOTOGRAPHY

All of the Birth of a Nation was photographed with Sunlight only. We had no Electric hight equipment in our California Studio at that time, which was also fortunate as we would probably have been tempted to improve the lighting on some of the classic Brady photographs we had seen, by incorporating Electric High Lighting (modern) Effects and thus weaken the antique or period photographs as you see in the cabinet etc. scenes.

NOTE—THERE WERE FLARES USED IN SOME BATTLE SCENES

One Camera

In again viewing the Birth and seeing the battle scenes with their many varied shots and close-ups, I just can't help but feel that I had a much better time in my work of shooting these scenes than the cameraman of today ever has. Partly because D.W. liked to observe every little detail in all shots taken but chiefly because we only had one camera to spare, there was only one camera used on the picture. Today the cameraman gets his set up on a big scene, places his various cameramen at such angles as he desires, if a closer shot is desired he turns his (lens turrett, with its variety of focal length lenses even to the telephoto.) to the lense giving the large image desired or the surrounding cameramen would be getting a closer angle, and there you are. He didn't have the fun of jumping hither and yon with his camera viz a long shot of the trenches close up of a group another group the principals behind the principals in front of them, back forth here there his face begrimed with powder smoke California dobey oh boy there was the satisfaction of having worked at the end of the day of course it had its bad moments too with the fireworks man shooting the bursting bombs into the battle-field from a point the camera and the majority exploding outside the limits of the one lense camera range with D.W. shouting lower, lower, cant you shoot those damn bombs lower. We'll hit the cameraman if we do, they are no good the way they are and "bang" one of the hissing things wizzed by my ear and the next one may have gone through between my legs for all I knew but they were coming into the camera field all right so it was O.K. and just had to be fired from directly behind the camera as they couldn't control them at all on some side of battlefield experimental shots. Of course when it was over and we would hear stories from some one of our extras that a bomb had exploded a couple of feet from his head it made you feel sort of glad you hadn't turned yellow and deserted the hand turned camera. Also it was necessary for the cameraman to stick to his camera while lying flat upon the ground when D.W. thought a shot of the Clansmens horses leaping directly over the camera would be a great effect. If you didn't want to do it, there would be no picture of that. We got it, and to make it more intrigueing the riders on the untrained horses (as horses were hard to get just at that time) wore bed sheets with slits cut in the hood which the wind easily displaced so that most of them were riding partly blind and just let the horses go. But the horses after all seemed to know their stuff anyway we got it the extras also sometimes seemed to want to take advantage of this One Cameraman condition and in battle scenes the cameramans face was kept pretty close to the finder with his arm up covering any exposed part of face during the actual shooting. The disabling of the lone cameraman for a while would of course retard shooting and might mean an extra days work for the extras. As I write this looking at my hand it still shows though somewhat faded the blue powder specks from (this shooting at the camera in battle) the battlefield of the Birth of a Nation.

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The Old Film Limited In Half Tones

Perhaps the old practically one lense camera and the old slow emulsion orthochromatic film, with its limited half tones mostly black and white really helped the Birth of a Nation photography it sort of dated the period not only in the battle scenes but in the reproduction of scenes of the historic surrender of Gen Lee, Pres. Lincoln at Fords Theatre. We likened them to the Brady Civil War Photographs that we had seen and of course exulted in our photographic achievements . But the crude equipment and film was made to order it seems to me now, of course the Blue and Gray uniforms completed the photographic realism.

No Electric Light All Sun Photography

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Note -- There were flares used in some battle scenes.

1914 gen,

Somewhat Personal:

Thrift a Gift. Altho some are forced to be saving others just can't help throwing money away not only that of their associates But their own. D.W. Griffith was less concerned about money than any one I ever knew, the fact that he would most of the time walk away without his change at restaurants when we first worked together I attributed to his deep concern in his work, but all the years we worked side by side he just didn't think about it. The only times I can recall the question of money coming up would be the times when he would ask me, Have you got any money Billy, which would mean that he got down to the bottom of his pocket without having thought of replenishing or the cashier hadn't asked him will you need money. If someone buttonholed him with a sob story he would not take out his money and select a bill. But while talking and to sort of expedite the ordeal he would be separating a bill in his pocket, and it didn't matter what its denomination would be he would just hand it to the supplicant without looking at it. It wasn't a show off stunt either as I had occassion to pass through a part of Virginia not so long ago but long after we had separated, and I dont think his funds were very high and all along the line so to speak I heard the same old story of his lavish tips. Still no appreciation of money. In making pictures he might overnight think of a sort of a Symbolic shot and visualize a sky full of angels floating thru the clouds overhanging the battlefield. He would describe the idea to me no question of how are you going to do it or in regard to construction work and not a word about Cost. How many angels do you think Mr. G. Oh I don't know enough to fill the upper part of your plate you know more about that. So I would consult Huck.(Huck was our construction man) How many he want. Oh not more than a hundred. Thats an awful lot of angels costumes nil Chiffon Wings trumpets thirty telegraph poles $60.00 apiece stop those damn fool from shooting thems them angels and oh what a job to keep them straight suspended each on a piano wire. Belts were same size but not waistlines some belts went up under their arms others just below the belt. Spun around like fish on a hook. They were flesh and blood angels and they have stomachs and other fragile parts. They came down one here and one there. Dolly shot a combination shot would show more almost dying angels than soldiers on the field. All in a day work on the screen a 10 ft flash
Cost $25.000

SANDWICHES! STEP ASIDE, HERE COMES THE THUNDERING HORDE! LOOK AT THEM EAT. On one of THE GRIFFITH pictures.

A new future Louela Parsons, came to see, and write up how movie night shots were made on location. When the lunch car arrived the sandwiches turned out to be principally of ham, and beef, a murmur went through our mob of extras. Mike Sullivan, a brawny Irishman, who had a host of followers. I think started it. It was a Thursday night a few minutes before midnight, then Friday, ham sandwiches. The five hundred ham sandwiches disappeared entirely in the short minutes before Friday. And the new cub reporter jotted down "My how they can eat" I never saw anything like it.

UNNATURAL QUICKNESS OF ACTORS MOVEMENTS OF EARLY GRIFFITH PICTURES WHEN VIEWED UPON SCREEN, AND PROJECTED BY PROJECTION MACHINES OF TO-DAY. Deliberation and repose would have been out anyway in the early days of the BIOGRAPH pictures as the films were sold for 14¢ per foot and MR. GRIFFITH was told that the buyers would positively not pay for a foot of film that did not have action in it.

Huck Wortman who had charge of the construction of the big sets in INTOLERANCE was a rough sort of down-to-earth type of fellow. Chewed tobacco incessantly, and spat out of the corner of his mouth. In the original laying out of these sets, like MR. GRIFFITH working without scenario there were no on paper plans (as of today). Mr. Griffith, Huck, and myself, would go over on the adjoining field, and stake out where Mr. Griffith thought he would like to have them. My end being their relation to the sun, lights and shadows. The actual shooting was to take place, some six and eight nomths later, on the larger sets.

So the sun's position had to be considered. These sets kept growing larger and higher than the original staked out areas. As Mr. Griffith kept asking Huck could we put another wing on here or increase height there. Huck generally agreed and many a night when before bedtime Huck or I would hear a Santa Anna wind storm getting strong we would jump into our cars and with a couple of men, Huck always had ready, go to the intolerance lot and add a cable here, and there, and tighten up others. Huck at times would kind of look at Mr. Griffith at times when another twenty foot or so higher part was suggested but he never rebelled. One morning as I was coming on the lot and Huck stood in a sort of menacing way, as I was coming towards him (at times I carried additional over-night instructions from Mr. Griffith, to him) it occured to me to kid him a little, as I came up he said, "What's it now." I said, "Oh, on those side battle walls; would it be much trouble to put runways, and have platforms for horses, and chariots." With "a well I'll be, what will he want next?" he just stood there. 'A little later when Mr. Griffith arrived Huck asked him how many horses, etc. do you figure on putting on them walls. Mr. Griffith thought a moment, and said, "Say, Billy that would be a good idea. Would there be too much vibration for your camera." The horses and chariots are up there in the picture. But Huck would say to later stupendous construction suggestions, such as the 110 ft. high moving camera dolly, "This ain't agoing to be another horses and chariot gag is it?" Huck was a peach, didn't have to take it, as he was a skilled worker, and could get a job easily, but was just another one that adored Mr. Griffith. He had no sense of humor, in my describing an allegorical set up, Mr. Griffith had in mind, he would say to me, there won't be one in fifty people that see it, know what's it all about, and then to me; Do you, and I would say "No" I didn't want to be called a liar.

Working with Mr. Griffith was exhilerating. Happy, a good moral atmosphere. When he sent for me in 1917 to come over during the World War. I had been engaged by the Fine Arts to direct pictures at a thousand dollars a week, had plenty of money. In short did not have to go over yet I did. (From April to October 1917 Hearts of the World.) Such was our association.

Mr. Griffith was less concerned about money than any one I ever knew when I first worked with him, forgetting to pick up his change in restaurants I imagined was due to his mind being altogether on his work, which it probably was at that time but. All through the years which we worked side by side the only times that he would mention money was when he felt no more in his trousers pocket. (never remember seeing him at the cashiers window on pay day -- used to bring it to D.W. near closing time. He never carried a billfold just used to double bills up in his fist and cram them into the same trouser pocket like a handful of lettuce. If someone button-holed him with a sob-story which he might sense wasn't entirely true, he would be in pocket fishing for, or separating a bill from the rest, and without looking at its denomination hand it to the person, never annoyed, or peeved, and it seemed to me that as soon as he got the drift of their sob-story, unless it was something real serious he would hear only the prologue and keep right on thinking of some bit of business or action for the picture in hand. His unconcern about money never changed. In shooting the Birth of a Nation when we had reached its budget limit, and the New York office wired finish picture at once, we will never get money back, he just kept right on. Of course we whose jobs might be at stake did a bit of worrying and scouts went out digging some up. Mr. Griffith didn't worry a bit about the money, he was thinking of some beautiful symbolic finish for the Birth of a Nation. A flock of angels flying over a hushed battlefield might be good at the end. Suspending fifty girls on piano wires supported by numerous telegraph poles which poles already cost $60.00 apiece, the and then because the belts or harness required for the girls wer'nt custom made some of the girdles coming almost up to the girls neck etc. it took an additional crew of men to lower those girls who would start swinging around like a fish upon a hook. When the belts pressed too tightly on their tummies we had more angels dying in the sky than dead soldiers upon the battlefield. The attendant paraphenalia the camera on truck and its track worried only Huck our ex boss circus cameraman construction expert and myself and the auditor who was usually overruled. Mr. Griffith one morning saw poles and construction going up down at the end of the field men working, asked what are they doing down there building another studio, better watch that Billy might be the Kalem Co (who were nearby) encroaching on our lot. That's for the angels Mr. Griffith. He never asked what is it all going to cost. In the meantime he changed his mind. Mars the God of War would be better for an ending. Whether it was his money or the company's. Not so long ago, I was making some scenes in Virginia, where I learned that Mr. Griffith had been through that section a week or so previous and he was sure liberal with his tips, though I dont think his funds were very high at the time. Just natural with him. I never felt like telling Mr. Griffith anything about his carelessness with money partly because he generally had a pretty good answer of a physological nature to admonitions of this nature and I always remembered how I had misjudged him as a director on his very first Biograph picture,

The Adventures of Dolly. The scenario written by Stanner E, V. Taylor was only about four pages in length but even so, judging from Mr. Griffith's acting in the pictures I didn't think he would understand how to shoot it. So I wrote it down on a single sheet condensing the story to about a dozen lines, then in five block spaces briefly wrote in under the headings of Drama Comedy Heart Interest Rescue, the business under its heading with a lot of advice what to be careful about doing and not doing etc. In giving him this advice in How to Direct a Story I never dreamed that before me sat a man who knew more about directing instinctively than I had learned in all my previous experience. So what could I tell him about Save Your Money.

D.W. Griffith

Sailing along on an even keel, rarely even perturbed, certainly not temperamental. So that when a blow-off did come, whether it was just a terrific bawling out of all of his Players, or of taking to task a single disturbing element to the extent of having it out with fisticuffs (*see note), it became a startling show because of the man. There would be no outward build-up,(such as he would put into his pictures), but it sure always was a finished job, with a and thats that attitude on Mr. Griffith's part. He could handle himself very well too. Shadow boxing lots, when I first knew him, and later there was usually some ex-pug around among the extras, a Spike Robinson,Kid McCoy etc., that he would privately box with and with muscles that were developed by ore shovelling on barges in his earlier days, he wasn't at all bad. However not being typed as a fighter, these rare outbursts were surprising. In the big battle scene of the Birth of a Nation which Mr. Griffith was directing you might say single handed. His several assistants being preoccupied doling out ammunition, (of which, by the way we did not have an over abundance) some extra fired a shot, during the lull after Mr. Griffith had called Stop Firing. We had no loud speaker system so that men in the further trenches took it that action again was on and a flock of much needed blanks were wasted. Guess the extra thought he was having fun so from the same spot it happened again. Mr. Griffith shouted will that man please stop firing at the wrong time - or get out and go home. No one got out. Camera. The battle raged again, the command Stop Firing, and again that disconcerting shot from the trench far down the line: Griffith tore off his hat threw it on the ground rushed down to the trench (I followed) wheres that damn fool whoever it is get out of the trench and get the 'ell off the lot, or I'll put him off. The show off came up out of the trench and with a you and who else murmer strode toward Griffith they were punching in a jiff and before others could butt in Mr. Griffith had caught him one among others that just about knocked cold and almost back into the (trench). Pushing away those that were trying to break it up Mr. Griffith victorious as the fellow wasn't getting up a bit dishevelled stood over the fellow and said You go, Now You Go, and Mr. Griffith went back to his work.

*Note. Sounds illogical. A Director, especially Mr. Griffith engaging in a brawl, with an actor. In those day we did not have the system, or Staff (in fact the staff were playing in the picture) as of today, in Hollywood mob scenes.

Mr. Griffith would at times, after repeated rehearsals, (He surely did a lot of rehearsing) of getting up and walking away (disappearing as it were for a while) Before I knew different we would imagine that he gone to the office to probably discuss some finances, which he never worried about. He was broke when I first knew him, when we left the Biograph we had to hock the picture the Great Leap made for Mutual by Cabanne to pay the fares of the Fine Arts Co. to the coast. At Mamaroneck the Lumber Bills were that high when we left and I guess he hasn't any too much today.(See Sheet marked Somewhat Personal about Mr. Griffiths value of money) but sincerely I hope he has we had some pleasant times in his association. However about leaving the rehearsal after I found him lying upon a couch in his seldom used office I figured he was planning the mechanics of the scene he was rehearsing. What he was really doing was giving his people a chance to get into the mood or attitude of what he expected of them.

At luncheon especially on location D. W. would eat alone, his assistant finding some sequestered spot, alone he would concentrate on the afternoon scenes. He never used a script, I don't remember him ever using one while shooting.

He rehearsed considerable at the studio and during the rehearsals when near final I would appear with a scratch pad and take out my watch for the purpose of timing the scenes. The cast generally knew that the rehearsal was nearly what he wanted when he would say get Billy and we'll time this. One day his assistants had a little trouble in locating me. Guess I was practicing some golf ina nearby field. I grabbed my scratch pad but had forgotten my watch I disappeared again after being seated to get my watch D.W. whispered to his assistant who went down town and came back with a most expensive split second etc. gold wrist watch which D.W. strapped on my wrist I only had it a few days when it got lost somehow and having discarded my pocket watch, I was again (coincidentally) called to time. Grabbing a Dark Room, timing you can see the second hand at a distance, Clock which ticks seconds I placed it at my side upon the floor away from D.W. In one of the quieter moments of the rehearsal D. W. started looking at the walls and about. He asked his assistant is there a clock around here and the answer was Yes Billy has one on the floor there beside him. He never asked a word about the elaborate wrist watch. He never cried over Spilt Milk an instance in the takinf of Shermans March to the sea when the cannons which we had hired with their crews from the Artillery Corps in Los Angeles broke down on the way out to Universal Field. He spotted a little family group (the Burns family)on the hill near us a mother and some children who were really eating what I suppose was thin breakfast, and they seemed hungry. (He always made early location calls, never late himself) we sneaked the camera up on them pretending we were shooting a long shot down below, and at the time I thought these close-ups were a better scene than the panorama of the soldiers in the valley below representing Shermans March to the Sea -------- ---- combined the two scenes in the panorama long shot.

Our Neighbor Mrs. Thoren Almost Became A Stockholder

The little lot in California cor. of Sunset and Hollywood Boulevards had originally just a couple of platforms and a few sheds which had been used by a previous independent picture company before we took it and kept adding to it with our several Fine Arts units. When we got to the Birth of a Nation we became terribly crowded for, and needed more space, as with the exception of the battle scenes which were made at the Old Universal field and the cotton field scenes taken at Caleexico and the Fir Trees scenes which we made at Big Bear Mountain, California, all the rest of the Birth was made in what was practically our studio back yard. Bit by bit we encroached on our adjoining neighbors Mrs. Thoren's property by renting prileledge of one patch and then another. We finally coveted about the only area left and upon this were a hundred or more small fig trees. All the persuasion of the Entire Griffith executives was of no avail. We were cramped walled in as it were and so needed the fig tree space for getting our street mobs off the scene. Just when we were on the point of offering Mrs. Thoren an interest in the earnings of the picture (if any) for some little sentimental reason that touched her, she consented to let us purchase the trees and at a very low figure at that.

Condensed --- The Director Mr. Griffith Saves His Cameraman from Being Possibly Crushed by the Clansmen Horses.

In the Rides of the Clansmen

Horses being hard to get, on account of shipments to the World War, none of them used in these scenes were Blue Ribbon winners, and, excepting perhaps the leaders none were Steeple-chase jumpers. So when they came charging head on more thrilling than any horse race, we were all excited we thought why not have them leap over the camera. Fine idea. But the cameraman must stay with the hand cranked camera. We knew that horses will generally swerve and not run into an object, but here we had the riders swathed in sheets, and some practically blindfolded when their hoods with the eyeholes were twisted about with the wind, and worst of all, after the first horseman flew by, the cloud of California dust practically blinded the others. The following riders were nowhere near as expert horsemen as our Little Colonal, (Henry Walthal), and the leaders and these rear horses seemed a dumb lot. Well lets go put the camera on the ground and if they come too close it will be easy to roll out of the way off to one side. Mr. Griffith who always stood some-where near the camera would shoo them off somehow, After the leaders passed the dust became thick sensing the cameraman in danger Mr. Griffith rushed wildly, in jumping, over the prostrate scared stiff cameraman waving his arms and yelling madly thus preventing all but one of the horses from smashing the upon the ground camera. In the sudden halting and jam of the horsemen, a rider had been dismounted, his sheet ripped off by the saddle had blown over the horses head thus blinding him as he was rushing along. Mr. Griffith was pushing against the side of the K.K.K. sheeted stamping about horse stopping him. Not however before he had kicked in the side of the wooden camera, which was soon repaired with some tape and we were taking another run. We didn't waste much time as these rented horses cost money.

FILM LIBRARY

NOV 29 1939

"IN THE HEART OF NEW YORK"

Hotel Chesterfield

JUST OFF BROADWAY
130 WEST 49TH STREET
New York

New York, Nov. 28, 39.

Dear Miss Barry

The cotton field in Birth of a Nation, was made in, —CALEXICO.—

The Fir Tree scenes, at—BIG BEAR, MT.—

All interior scenes, at RELIANCE MAJESTIC STUDIO LOT.—SUNSET, AND HOLLYWOOD BLVDS, COR.

All exterior scenes in the lots adjoining the studio. excepting,—

—The BATTLE SCENES, at Universal Field.

For the Cotton Field scenes. We left L.A. on a midnight train.—worked one day only, in —CALEXICO,— and returned to L.A. that night.

Sincerely,

Billy Bitzer.

No scenes in the Birth, taken any where else.

"VISIT THE NEW YORK WORLD'S FAIR 1939 - MAY TO NOVEMBER"

Biograph

1895
H. N. Marvin, formerly in Edison's shop, conceived idea of flipping cards to make peep show - called the mutoscope
formed with Koopman, Casler + Dickson the K M C D syndicate. Could not interest Edison, + hence could not use his films to make these cards, so built a camera to take film 2 3/4" wide, at a speed of 30 frames/sec
Casler built this camera carefully avoiding Edison's patents - used unperforated film which was punched in the camera. This mutoscope immediately rivalled Edison's kinetoscope; Edison had to reduce prices - the syndicate proposed building a projector.
Then Edison taking Armat's design, launched 1896 the Vitascope - a projector - which had immediate success.
K M C D perfected their American Biograph projector to

Bitzer

Intercine (Rome) 7:38 Ja 1935

Photoplay 8:75-7 Ag 1915 not mma

Theatre Guild Mag 7:19-22, 42 Jy 1930

New Theatre 4:29-30, 46 Ap 1937

Earl Theisen on use of artificial light by Biograph - Int'l phot'er 6:10-12, 26 Ap 34

Same - same 6:8-11 Je '34
? use of glass shots in Intolerance

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SET NO 1

OFFICE OF
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-:- "THE CLANSMAN" -:-

ACT One

OFFICE OF
ALICE KAUSER,
1402 BROADWAY,
NEW YORK.

SET No 1

OFFICE OF
ALICE KAUSER,
1402 BROADWAY,
NEW YORK.

-:- "THE CLANSMAN"

by

THOMAS DIXON.

CAST OF CHARACTERS:

In Order of their First Appearance.

1 REV. EPHRIAM FOX, A Negro Exhorter ✓ Blind

2 DICK, A Dark skinned White Man ✓ cut

3 ALECK, The Sheriff of Ulster ✗

4 NELSE , An old fashioned Negro ✓

5 CARPETBAGGER, A Peddler and Auctioneer ✓

6 THOMPSON, A Southern Planter ✓ cut

7 JUDGE WALLACE, Of the Old Regime ✓ cut

8 GUS, Of the Black Guard ✓

9 EVE, Nelse's Wife

10 AUSTIN STONRMAN, The Radical Leader, ✓

11 DR. RICHARD CAMERON, A conservative ✓

12 FLORA, His Daughter ✓

13 NELLIE GRAHAM , A Daughter of the South ✓

14 ELSIE STONEMAN ✓

15 HELEN LOWELL, Her Schoolmate ✓

16 BEN CAMERSON, The Clansman ✓

17 SILAS LYNCH ✓

18 NEGRO CORPORAL ✓

19 WILLIAM PITT SHRIMP , Governor of South Carolina ✓

~~[illegible], The [illegible] clerk~~

20 GEN. NATHAN BL FORREST, Grand Wizard of the Klan ✓

21 ORDERLY ✓

22 UNITED STATES COMMISSIONER ✓

"THE GLANSMAN"

ACT I.

(Lively Southern Airs - Silent Rise. Lights Full Throughout)

THE FALL OF THE MASTER

SET SCENE: A street in front of the Cameron House, Piedmont, S. C. overlooking river cliff, November 20th, 1867; tips of trees showing above fence covered with honeysuckle protecting street from brink of cliff. A rustic arbor with seats inside and outside covered with trailing roses near C. Mountains seen in distance beyond the river valley, in the splendor of autumn.
Placards indicare the direction of polling places.

DISCOVERED: Characeristic crowds of negroes, grouped in the roadway, some lined up along the cliff fence, straggling few below the hedge rows enclosing the Cameron House, all laughing talking, shouting with noisy enthuiasm. Pockets flasks are passed from hand to hand. Two or three, with bunches of ballots in hand, circulate in the purposeful way among the throng - negro troopers pass, joyously saluted by crowd. Two or three whites make their way through crowd, one exits R by way of road. Two come forward and, with dubious shaking of heads and exchange of meaning looks, exeunt to Cameron House.
Oxxasional phrases and fragments of the talk are caught.

(Peddler R I E)

Negro Preacher
(Harrangueing crowd of Negroes as Curtain rises)
Ain't I done tole ye dat de Lawd call de cullud men ter come up on high. At de las' day de yearth will melt wid fervent heat. De judgemen' day done come fur de white Man! But what's de use er me, tellin' ef ye harden yer hearts an' stiffen yer neck an' won't believe de forty acres an' a mule!

(Shoits from the crowd)

Dick

(R C to Gus)
How many times ye vote, brudder?

Gus

Ev'ry chance I git - hain't keep no count.

(Shouts -- 6 Soldiers cross from R)
(Nelse enters from C E with wheel barrow, making his way down)
(Alec follows follow him)

Alec

(Threateningly to Nelse)
Now, yer vote ergin us ef yer dare.

Nelse

(Threatening Alec with spade)
Ef I dare!

Alec

Vote de right ticket an' yer gits forty acres er lan' an' er mule.

Nelse

Forty acres - an' mule?
(Pondering)
Doan believe dat mule. You got de forty acres yit?

Alec

No, chile, but I got my lamp trimmed an' burnin', an' I'se watchin' fer de bridegroom comin'. De Guberment sen' him eny minute.

(Peddler appears in the roadway, carrying bundles of bottles and labels)

Peddler

(Entering from R followed by crowd)
(Crying your wares)
Here you are gents - bottom rail on top - army rations and old clothes, and now the ballot -- and next, for every black man that votes the right ticket -- forty acres and a mule.

(Thompson - A White Man enters R 3 E)

(Judge Wallace enters from house L 2 E),

Thompson

(Crossing to House - Meets Wallace at steps)
Judge, that nigger poll holder has refused to allow a white man to vote.

Wallace

I'll get my hat -- we'll see if there's any law left in South Carolina.
(Exits into house - Immediately re-enters with hat)

(Thompson and Wallace exit R U E)

Peddler

Yes - Provided, mind you, that you have a bottle of this wonder worker - to save the corn for your mule!
(Distributing rat posters)
(Majority of crowd, disappointed, turn away)
No poison, no corn - no corn, no mule. You can't go wrong with this ticket, gents.
(Passing rat posters around)
Forty acres and a mule, while your old master works your land and pays you his rent in corn.

Alec

(To Nelse)
Heah dat man now.

Nelse

(Sceptically)
Yas - I hears.

Peddler

(Who has been studying Alec - now approached quickly)
Your name Alexander Cameron?

Alec

Yassah. Who's you?

Peddler

The secret agent of the Government.

Nelse

(Laughs)
Doan blame 'em fur keepin' it secret.

Peddler

Only pretending to be a peddler. Mr. Cameron, are you ready for your land?

Alec

Ready? I'se been waitin' fur de Lawd's messenger - I sees him now wid my own eyes.
(To Nelse)
Heah dat brudder?

Nelse

Yes. I hears it.

Peddelr

All you have to do is to drive four of these magic stakes of red, white and blue down on the land you want and all the rebels on earth can't pull one of them up. See, they are conjured.

(Picks a stake up by touching it end to end with a magnetized one)

Nelse

Fore Gawd! - look at dat.

Alec

What I tell you niggers.

Peddler

The fee is only two dollars each. Are you ready for your land, Mr. Alexander Cameron?

(Nelse sits on the wheel barrow)

Alec

How I know you'se the real messenger?

(Peddler gives sign)

Negroes

(In concert)

The sign!

(Gives sign)

Alec

Now give me the password.

Peddler

Equality!

Alec

(Laughs)

Glory ter Gawd! You'se been wid in de vail. Her's de money.

(Gives gold and takes stakes)

Peddler

Now the deed with the big seal of the government.

(Hands Alec the document)

Alec

How much?

Peddler

Only ten dollars.

Alec

Here's de money - 2 - 4 - 6 and 5 is ten.
(Giving money and receiving deed)

Peddler

Quite correct.
(Lauughs and exits R 3 E)

Begroes

(Who have been spectators - excitedly)
Got my name in dat book? Don't no more git lan' an' er mule .
(Following peddler, who walks off rapidly by roadway)

Alec

(Crossing to Nelse, jubilantly)
See dat now. Is you wid us?

Nelse

(Scratching his head)
I see 'bout it.

Alec

(Angrily)
I see 'bout it. De good book say dat de sinner will not believe eben ef one rises frum de dead.

Nelse

Plowin' a mule don't agree wid me. De lan' ain't no good 'ceptin ye plow it. . Yassah, I know what I'se er talkin' 'bout.
(Goes back toward polls)
(Exit R 3 E)

Alec

(Shaking his fist after Nelse)
I give yer de las' warnin' - the very las' warnin'.
((Gus enters with 2 soldiers - crosses from L to R 3 E)
(To Gus)
Hi dar, officer, Gus , is you a soger man?

Gus

Yassah.

Alec

(Points off L.)
See dat nigger Nelse goin' ter de polls?

Gus

I sees him.

Cheers

Alec

Ef er try ter vote ergin us, fetch 'im here. Fetch 'im right here - I make 'im bite de dus' right here 'fore his quality folks, in front de Cammun House.

Gus

I fetch 'im.
(Sends soldiers off after Nelse R E)
(Exit)

Alec

(Looking at his stakes and deed)
Glory. De year er juberlee is come., Yas chile, I'se right here.
(Goes down to chair R)

(Dick comes down, studying Rat Poster)

Dick

(To Alec)
Look at dis ticker, Uncle Alec.

Alec

Mistah Cammun, sah - Is I yer uncle, nigger?

Dick

(Walling his eyes severely)
Den doan yer call me nigger. I ain't er nigger.

Alec

What is yer?

Dick

I'se er dark skinned white man.

Alec

Youse dark enough! Come her, coon. Is ye voted ter-day?

Dick

Vote in all de boxes in de country now, 'cepten' dis one. Look at dis ticket - dey been votin' dat here all day.

Alec

What ail it?

Dick

What dat rat doin' on dar?

Alec
(Examining it carefully upside down)
De ignance er dese niggers. Ain't we er votin' ter day on de Constertooshun ter take de vote away fum de white man?

Dick
(Walling his eyes)
Yassah. But what dat rat doin' dar.

Alec
Dat means de ratification of de Constertooshun.
(Cross to seat at tree-sit)

Dick
Sho's yer born - I vote dat.
(Exit with other negroes)
(Cheer heard off)
(All of save Alec - on bench under tree)

Alec
De ignance er dese young niggers.
(Gus and negro soldiers appear pulling Nelse forward)
Fetch de rapscallion befo' de judgement bar. So yer try ter put er vote in de box ergin me did ye? cWill ye 'splain ter dis cote?

Nelse
(Splutters)
What cote dat old army obercoat?

Alec
Fur de las' time, I axes ye, is yer er member er be Black League?

Nelse
No-sah, I drudder steal by myself.

Alec
Is yer a member of the Red Strings?

Nelse
Won't have to tie no strings on me. I come when I'm called.

Alec
Ef yer doan b'long ter no secret sassiety, what is yer?

Nelse
Des er ole fashion, all wool an' er yard wide nigger dat lubs his ole marster.

Alec
What yer git in dat line an' try ter vote fur?

Nelse

Ain't I er nigger?

Alec

But ye ain't de right kin' er nigger.
(Nelse goes up C)
De las' warnin' now - go back ter dem polls, an' I put yer in jail.

Nelse

(Indignant)
What fer yer put me in jail?

Alec

(Momentarily at a loss)
Fer 'sturbin' de peace.

(Eve appears around the corner of house)
(She stops, arms akimbo, glowering at Alec & Nelse)

Eve

(Wrathfully to Alec)
You ole bow-legged fool, what yer doin' messin' round' here wid my ole man?
(Alec dodges out of her way)
(To Nelse)
You leave dis place till dat wood am cut an' you hear fum me.
(Exit L 3)

Nelse

(Looks after Eve - then turns to Alec)
Come one - why doan yer put me in jail - now?
(Alex raises both hands in emphatic protest)
I done 'sturbed de peace - des lak yer say.

Eve

(Heard off L 3 - fiercely)
Mistah Nelson!

Nelse

(Jumping)
Dat me.

Eve

Nelse! You hear me?

Nelse

(Jumping and hurrying off L 3)
I'se er comin' honey.
(To Alec)
I see yer later.
(Exit L 3)

(enter Stoneman from House)

Alec

(Looking after Nelse)
Go cut dat wood --
(Sees Stoneman in door of house)
Dar's de man day knows evything.
(Bows, motions and calls to Stoneman)
Mr. Stoneman.

(Stoneman enters from House)

Stoneman

(To Alec)
How goes the day for our man and brother?

Alec

I salutes de great commander ob de Black League.
(Bowing low)

Stoneman

(Crossing to bench under tree R)
(Putting his hand to his lips)
The secrets of the League must not be whispered. I am here only in search of health.

Alec

(Laughing shyly)
Yassah! Yassah! On cose.
(Glancing nervously off as Dr. Cameron approaches)
Des wanter axe yer 'bout dat nigger tryin' ter vote 'gin his color.
(Showing scars on wrist)
Doan yer want ter see dem scars agin, sah - de scars ole Marster's lash gimme?

Dr. Cameron

(Heard off)
Tell Jacmson to send up those drugs right away.
(Taking bag from man)

Stoneman

(Looking at Alec's arm)
My God! My God!

(Alec goes up R C)

(Dr. Cameron enters, carrying his physician's bag, places it on porch)

Dr. Cameron

(To Stoneman)
Good evening, Mr. Stoneman.

Banjo

Stoneman

KRC (Laughingly)
You Southerners will say evening when it's only the afternoon, Dr. Cameron.

Cameron

Yes, a habit - as yours is to disobey your physician. You should rest.

Stoneman

I'm much better, thank you. I'll stroll toward the polls and watch the progress of the election.

(Banjo heard off R)

Cameron

If you were a Southern man, I'd say don't - avoid excitement. Even a good Yankee may see things today for which he will blush by and by.

Stoneman

(Laughs nervously)
I''LL risk it.

(Exits by Road to R. Followed by Alec)

(The negroes follow Stoneman toward the polls, and Dr. Cameron goes to door and calls)

Cameron

Baby! Flora ! F-l-o-r-a!

(Flora enters running from R sees Dr. Cameron, brushes her clothes and hides in arbor)

Flora

(Behind arbor)
Ooop-ee. Hear me.

Cameron

(Comes forward, searching, discovers Flora)
Where have you been?

Flora

(Laughing)
No where.

Cameron

You were climbing down the cliff to that spring again.

Flora

No, sir-ree-bob. Papa, where you been - what's in that bag?
(Crossing L to porch)

Cameron
Something Colonel Hardy sent you.

Flora
Oranges.

Cameron
Wait - I'll peel it for you.
(Sits, with Flora on his knee)

F;ora
(Poutingly)
Why did Brother Bennie tell me to stay close to the house to-day?

Cameron
On account of this election.

Flora
Who's afraid of an election?

Cameron
There was never one like this -

Flora
What are they going to do they never did before?

Cameron
I'll tell you baby - they are going to try to make water run up hill, turn black into white, an animal into a king, with a little scrap of paper, called a ballot. The negroes are crazy to-day.

Flora
What made 'em crazy?

Cameron
Some wild yankees up North.

Flora
But Mr. Stoneman's a Yankee - and I like him. And Miss Elsie's a Yankee - and I love her. She saved Brother Bennie's life in the hospital, and he lover her, too. I've been watching him.

(Stop banjo) Stop (M)

Cameron
Yes dear, there are good Yankees and wild ones - but you don't understand.

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Flora
(Jumping from his knee)
Oh, let me go down to the spring.

Cameron
(Holding Flora by the hand)
So, you were climbing down that cliff to the spring?

Flora
Yes. P-l-e-a-s-e!
(Quickly)
I'll tell you what I'm doing -- I got a ground squirrel down there that can put my whole pocket full of peanuts in his jaws at once - and they stick out just like this --
(Puffing out her cheeks)
O, he's the funniest thing you ever saw. Please let me go back.

Cameron
No dear- stay close with Mammy today.

Flora
(Rueful countenance)
Oh -- dear me.

Cameron
Listen, Flora. We are very poor - we have had to turn our home into a boarding house. But when I hold you in my arms I forget ruin and poverty - I'm worth millions.
(Kisses Flora)

(enter Nellie R (I E)

Nellie
How do everybody. How sweet you're looking, Flora.

Flora
(Slipping out of her father's arms - runs to Nellie)
Nellie, Nellie!

Nellie
Good evening.
(Kisses Flora)
Good evening, Doctor.

Cameron
Good evening, my little beauty.

Nellie

Little ! why, doctorm I'm quite grown now - you forget .
(Crossing to L.)
Is Miss Elsie at home?

Cameron

She's in the house. Flora, go and find her.

Flora

She ain't there - she's gone to the woods with Helen to gather ferns and wild flowers.
(Looks off R)
Oh, here they come across the field now. Miss Elsie, Miss Elsie!
(Runs off R - calling)

Cameron

By the way, Miss Nellie, have you seen the ~~Eagle?~~ Courier

Nellie

No, doctor, I haven't.

Cameron

It contains a fine account of Ben's maiden speech before a jury.
(Gives Nellie the paper)
(SHE sits over at L.)
If you'll excuse me, I'll go to the poles and bote.
I've been so pressed with business that I haven't had time.
(Exits to R)

Flora

(Coming bacl from R. Sotto voice)
Nellie, Nellie - Nellie! Don't you think Miss Elsie's sweet? Do you wonder brother Bennie took so long to get well in that hospital - with her to nurse him?

Nellie

(Repressing her emotion)
No, dear, I don't.

Flora

(Looks off R)
Oh, there comes Brother Bennie -
(Runs to meet Ben)
Brother Bennie, Brother Bennie.

Nellie

(Rising)
With her to nurse him.

M

Elsie

(Off stage)
Don't touch that weed, Helen. Look out for your dress.

(enter Helen and Elsie from R)

Nellie

(To Elsie)
Good afternoon.

Helen

How are you, Nellie?

Elsie

O, look at this golden rod. Isn't it gorgeous?

Helen

(Over at tree)
Elsie's falling in love with everything down South - including one of the boys.

Elsie

Helen! If you don't behave, I'll send you back North where you belong.

Helen

It's true you know, it's true.

Elsie

How dare you insinuate such a thing.

Helen

I didn't insinuate - I said it.

Mail Man

(entering R U)
Mail!

All

(Speaking at once)
O, here's the mail man.

(All crowd around mailman)

Mail Man

Ladies! ladies! Miss Helen Lowell.

Helen

(Takes letter from M. Man)
Thanks.

Elsie

Is there anything for me?

Mail man

No, but a lot for your father.
(Gives mail to Elsie)
Good ladies.
(To Eve - who enters)
One for Dr. Cameron. Wil you give it to him, Aunt Eve?
(Gives package to Eve. Exit L.)

(Helen sits on steps over at L.)

Eve

(Coming down to C)
Howdy, Miss Nellie.

Nellie

Howdy, Aunt Eve.

Eve

I got rheumatics in my knee. Lord bles you, honey, you're looking so swell. Now just look dar -- dat lazy rascal leave dat barrow full of leaves right heah in fron of the door.
()Calling)
Nelse - Nelse!
(Exita with wheel barrow at back of house)

Elsie

(To Elsie R - at tree)
I am so disappointed in not hearing from my friend)

Nellie

So am I - that's the only reason I came over, to see if we should hold that room for your friend, Mrs. Caldwell.

Elsie

(Sitting on bench at tree)
I shall surely hear in a day or two.

Nellie

Can't you hurry them up. To tell the honest truth we're so poverty poor and I'm so tired of this old dress. I've been dreaming of a new one ever since you told us. This was made out of a window curtain.
(Laughs lightly)

Helen

(From steps of house)
Nellie, have you seen the Eagle?

Nellie

Yes, I have it here.

Elsie

What is it?

Nellie

(To Elsie)
Fine account of Ben's maiden speech.
(Gives paper to Elsie)
You met him in Washington, didn't you?

Elsie

(Looking at paper)
Yes.

Nellie

(Gazing intently at Elsie L of tree)
Didn't he make love to you?

Elsie

Why -- does he make love to every girl he meets?

Nellie

You're so pretty, he couldn't help it.

Elsie

Then I'm sure he has made love to you.

Nellie

(Ingenuously)
I confess he did make a little girl's hear ache wheh he ran away to the war, kissed her and then forgot about it - and never guessed what he had really done - but then he met you.
(Elsie turns away)
Ah, we know how tenderly you nursed him in that big hospital up North among his enemies , and how you drew him back from the brink of the grave into life again.

Elsie

(Rising goes to R)
(With depreciating gesture)
No -- no!

Nellie

Oh yes - we all know - Ben Cameron is our hero. Everybody in Piedmont loves you for saving his life. I shall always love you for it.
(Turning away with deep emotion)

Elsie

(Turning to Nellie)
Why Nellie!

Nellie

(Choking back emotion; and suddenly)
Oh, how I've talked. I must hurry -- Mamma will be worrying.
(Up C)
Goodbye - I hope your father is better.

Elsie

Thank you, he is much better, Nellie.
(Going to Nellie - deeply responding in tenderness to Nellie's spirit)

(Elsie and Nellie shake hands - Elsie goes R)

Nellie

(At gate)
Elsie! He's coming - Ben!

M

(Enter Ben from R 3 on horseback with Flora seated behind - followed by Nelse)

Ben

(C)
Nelse, help your young mistress down.
(Dismount, after Nelse has assisted Flora down)
(Nelse leads horse off)
(Cheerily to Nellie)
Hello, Nellie! And how is my Southern rose today.
(Taking Nellie's hand, looking into her face)
Why, the roses have faded. What is the matter?

Nellie

(Brightly)
Not a thing, Ben - nothing.

(Exit R U E)

(Helen exits into kitchen)

Ben

(Looking after Nellie as she goes - turn to Flora)
Take my books and papa's case in, Flora.

(Flora exits into house)

(Ben comes down to C)

Elsie

(Bo of tree - to Ben)
Have you seen my father?

Ben

I was - looking for my father.

Elsie

Two orphans alone --

Ben

Should we console one another?

Elsie

Across the chasm -- on election day?

Ben

We'll fill the chasm with ferns and goldenrod, and if we can't fill it, is there any chasm so deep that young hearts may not leap it?

Elsie

The gulf between a Puritan conscience and a Cavalier's is very deep. Your father was but yesterday a slaveholder.

Ben

(Laughingly)
Yes -- your grandfather sold our slaves to us dat before yesterday!

Elsie

(Turning to R - sarcastically)
You are bringing the chasm with most entertaining facts.

Ben

(Good humoredly)
You started it.

Elsie

(Smiling drily)
Have I been sufficnently punished?
(Sits R of tree)

Ben

(At tree - leaning against it)
Not wuite. I've a little quarrelmof my own to pick with you.

Elsie

We seem to quarrel by choice.

Ben

(Standing at L of Elsie)
A hopeful sign. You allow that negro Lynch, the candidate for Lieutenant Governor to talk with you as a social equal.

Elsie

Why, Lynch is my father's protege. He sent him to college - started him in life - he has been a guest at our home up North - scores of times.

Ben

(Fiercely)
And I could choke your father for such folly.

Elsie

(Lightly)
Your prejudice is too silly --

Ben

Yet beneath this prejudice lie the deep issues of racial life and death.

Elsie

H'm! Well, now if you've quite done lecturing me - I've a little quarrel with you.

Ben

(Sitting beside Elsie - laughing with boyish glee)
Good! That's encouraging.

Elsie

It's no laughing matter.

Ben

O-o-h!
(Feigning extreme gravity)
Well, I'm ready. Wherein have I failed?

Elsie

In your Cavalier habits -

Ben

Cavalier fiddlesticks.

Elsie

And you do drink sometimes. There!

Ben

(Pauses - smiles - theh leaning over Elsie)
Shall I confess to you that I am close kin to a devil and -- an angel, and I but wait the hand of a woman to lead me into the ways of peace and life.

Elsie

(Dreamily and tenderly)
What a charming speech for a puritan girl's ears. After all, every woman is at heart a reformer. Your art is very subtle.
(Rising - crossing to L C)

Ben

(Rising - goes up C)
Art! I have no art. Do you remember the morning I came to my senses in that big hospital and lay there looking, looking at you - the first Yankee girl I had ever seen - do you recall what I said.

Elsie

(Going to chair L.)
I'll never forget the first thing you said.

Ben

What?

Elsie

You said veru slowly "Is this me, or is it not me, or has a cannon shot me, or has the Devil got me!"

Ben

No, no! I beg your pardon, I didn't say devil.

Elsie

Yes you did.

Ben

I said angel.

Elsie

You said devil.

Ben

That was before I came to my senses.

Elsie

Oh!

Ben

I said something else to you --

Elsie

Yes, something very silly -
(Sitting in chair L. Ben at back of chair)

Ben

(At back of Elsie's chair)
Something very serious - I said and angel was bending over me - and it was true, for when I woke and looked into your gentle eyes, I forgot the shriek of the shell, the ro ar of guns, the rebel yell - I could see only your face, hear only your voice - Elsie, my own, I love you.
(Going R of Elsie - kneeling)
Tell me that you love me.

Elsie

(Leans tenderly towards Ben - pause - then rises quickly)
You must first win my father. Our lives are very close - I shall never love or wed without his blessing. You must win him.

(During this conversation, Stoneman and Lynch appear in close conversation from R U E.)
(Seeing the lovers, Stoneman comes forward, scrutinizing them sharply)

Ben

(Quickly taking Elsie's hand)
I'll see him at once.
(Turn and see Stoneman, step back embarrassed -lift hat)
A fine day, sir.

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Stoneman

(C)
An auspicious day.

(Ben goes up to L.)

Elsie

(Graciously greets Lynch - crosses to Stoneman)
You've been down town - and you promised me to rest all day.

Stoneman

And so I have, my dear. I met Mr. Lynch by chance.
(Crosses to R with Elsie)

(Lynch during this scene, keeps his eyes covertly but passionately fixed on Elsie)

Ben

(Crossing to L C - to Stoneman)
I must go to the polls and vote. May I see you, sir, on a matter of importance when I return?

Stoneman

(Up L at tree)
With pleasure - I have something of importance to say to you.

Ben

Then I will be back in a few minutes.
(Bowing to Elsie and Stoneman - purposely ignoring Lynch - exit by gate to R)

Elsie

(To Stoneman)
There's your mail, father. You may sit under the tree and read it and when you have finished, you must come in and rest.

Stoneman

When I've had a word with Mr. Lynch.
(Stroking her hand affectionately)

Elsie

(Going to L.)
Don't be long. I'll arrange your cushions.
(Exits into house)

Lynch

(Coming down to Stoneman)
You were speaking of the necessity for a white southern leader - - - -

Stoneman

I have in mind the man.

Lynch

(Eagerly)
Who, sir?

Stoneman

Young Cameron -
(Lynch shivers, as tho' from an icy blast, involuntarily glancing in direction Ben went)
What do you think of him?

Lynch

A powerful man. But will Ben Cameron take the oath of the Black League?

Stoneman

(Crossing to seat at tree - sits)
Leave him to me. Have you posted the proclamation of the Commanding General on the intermarriage of blacks and whites?

Lynch

Not yet -

Stoneman

(Sternly)
Why have you failed?

Lynch

The marriage of blacks to whites is a dangerous subject in the south, sir.

Stoneman

For that reason the most important order I gave you. Do it immediately.

Lynch

Had we not better wait the news of the election?

Stoneman

Not a minute! Let these people know when they hear your shouts of victory tonight, that a new era has dawned - the reign of equality on every inch of our soil - absolute equality.

Lynch

(Producing the paper),
The posting of this proclamation today will be a daring act.

Stoneman

(Snorting with contempt - rising)
Come, lift up your head. Have I showed you the pathway to the stars for nothing? Stand erect in the presence of every white man. God Almighty can do nothing for a coward.

Lynch

You must remember sir, that this proclamation of a military commander dares to repeal laws these people hold more sacred than life.

nStoneman

Give it to me. I'll post it up.
(Takes paper - looks about for convenient place to post)

Lynch

(With sudden gleam of joy - cunningly)
The bulletin board - of the Cameron House!

Stoneman

(Crosses to house)
Ah, just there! Where it will meet all eyes.
(Affixes paper to the hooks on the board)
(Turning to Lynch)
Hold up your head, I say. The world is yours - take it. Beat this into your black people. The army will protect you until the State is under your control.

Lynch

(Fervently grasping Stoneman's hand)
Thank God for one such white man. He is the prophecy of more to come.

Stoneman

Come into my room.
(Moving toward house)
You should be present when I talk with Ben Cameron.

Lynch

(At C - holding back - hesitaing)
Do you think - I had better venture into the Cameron house, sir?

Stoneman

(Turning to Lynch)
Why not? This is a public inn - come.
(Exit into house)

(As Lynch is following, Nelse enters from house suddenly confronts Lynch)

Nelse

(Grasping Lynch)
Wait er minute.
(Pushing Lynch back)
You get back dar, stan' by de door, an' take yo' hat off while you'se waitin'.

Lynch

(Angrily)
Let me pass!

Nelse

(In menacing tone)
Why, you big buck nigger. I see yer gwine in de front do' er de Cameron House.
(Snatches off Lynch's hat and puts it in his hand)
Dat's de way.

Stoneman

(Returning - in door of house)
How dare you interfere with a gentleman who is my giest.

Nelse

(Bowing low)
A gemmen! Dat's nothin' but a nigger.

Stoneman

(Taking Lynch by the arm)
Stand out of his way. Come in, Mr. Lynch.

(Stoneman and Lynch exit into house. Lynch puts his hat on again)

Nelse
Well, befo' Gawd. Did yer ebber see de beat er dat? A big buck nigger gwine in de parlour of de Cammun House.
(Laughs)
What's dis worl' er comin' to. What's dis worl' er comin' to.

(FLORA enters from House)

Eve

(Inside)
Nelse!

Nelse

(Calling)
Hear me, honey.

Flora

(To Nelse)
What makes you so afraid of mammy, Nelse?

(E's R. Sits at tree)
(Tauntingly)
If I were a man I wouldn't be scared of my wife!

Nelse

Who say I'se skeered. Lawd, honey, I ain't skeered er no nigger. I been ter de war wid my young marsters. I fit thro' de whole war - skeered - who, me? Skeered er who?

(During this speech, EVE enters and stands arms akimbo)
(eyeing Nelse with rage)

Eve

(To Nelse)
What yer doin'?

Nelse

(Stops with a jerk)
Lawd! Eve! Honey, I wuz des foolin''.
(Laughs with hollow fear)
Chile, I know you wuz dare all de time.
(Starts toward Eve)
You know I lub you.

(Flora goes up C- laughing)

Eve

Yas, you lub me. You big black lazy rascal. You leave me ter cut de wood.

Nelse

But, Eve honey, I gotter go vote.

Eve

Gwine ter vote is ye?

(Coming closer; in low voice)
Who you gwine ter vote wid. Ef ye vote ergin de niggers, dem Black Leaguers will kill ye. Ef ye vote ergin my ole marster, den I kill ye.
(Advances on Nelse, who circles round tree)
Niggers votin'. Doan dat beat de debbil. I doan wanter lose you, I needs you - de wood yard. Git.

Flora

(Interposing between them)
Don't mammy.

Eve

(R C)
He got ter cut dat wood.

Nelse

(Bristling up)
Look here, 'oman, you know what you'se doin'?

Eve

(R C)
Pintin' de way er salvation ter er lost sinner! de wood yard.

Nelse

(Flourishing his ballot at Eve)
I warns ye now - 'oman - dey's guns back er dat votin' paper. I'se a free man tryin' ter vote. You'se gettin' on dangerous ground.

Eve

(Srarting for Nelse)
Yer de man dat's in danger.

Nelse

I gib yer fair warnin' - I'se yo' equal 'oman.

Eve

What makes you my equal?

Nelse

Dis votin' paper. It's conjured I tell ye.

Eve

What? I ain't skeered er no scrap er paper.
(Snatches paper out of his hand, throws it in his face, and as Nelse retreats into house, she continues to threaten)
Take mor'n dat ter make yer my equal.
(As Nelse disappears, shout)
Come outen dat wood yard now till dat wood's cut an' we'll see whose my equal.

Flora

(At seat near tree)
Mammy, you do treat Nelse so bad.

Eve

Des projeckin' wid him!

Flora

Don't you love him, Mammy?

Eve

(Laughing)
Well, I doan set up late nights worrin' 'bout him no more. But xI tell you who I do lub.

Flora

Who?
(Running into Eve's arms and kissing her)

Eve

Mammy's darlin'. Dat's who?

Flora

You love Miss Elsie too, don't you?

Eve

(Going R to tree)
Mammy lubs dem dat lubs her. Dat's er powful purty Yankee lady. De day she come, I try ter slip my arm aroun' her an' pat her on dat shinin' hair - an' bless God, she jump away frum me des lak I wuz er toad. Dem Yankee folks talks mighty fine honey, but I'm skeered dey doan lub niggers. Mammy's baby's de purtiest of 'em all.

(Shouts heard off R)

Shouts

(Voices in dances rises as in anger, altercation and presently hte orders of military officers faintly heard)

(Eve gathers Flora in her arms, as noise grows louder)

Flora

(Looking in direction of noise)
What is it, Mammy?

Eve
Dem Black Leaguers - must be - mamin' trouble.

(Enter Gus and Alec R U)
(Lynch enters hurriedly, from house at same time)

(Eve conveys her distrust of the negroes by hurrying Flora into house)

Lynch

(To Alec and Gus)
What is it?

Gus

De whole white mem try ter vote, an' de niggers 'restin' dem.

Lynch

(Up to gateway - To Alec)
You - you've closed the polls?

Alec

Yassah, I close 'em.

Gus
An' didn't dem white trash howl.

Lynch
All our people had voted?

Alec
(Chuckling)
Yassah. De culled man gittin' on top.

Gus
Yas Lawd. An' we keep on top, chile.
(Feels his muscles exultantly)

Lynch
(Putting arms about both negroes)
If we stand together black shoulder to black shoulder, every day in the year, Will we do it?

Gus
Yassah.

Alec
Dat we will.
(To Lynch)
What ye gwine ter gimme atter dis legislature job.

Gus
(To Lynch)
What yer give me?

Lynch
(Patting Gus on shoulder)
You, my boy, will command a company of troops.

Gus
I'se yer man.

Alec
And what yer goin' to give me.

Lynch
(To Alec)
You'll be the next high Sheriff of this county - with the right to summon the posse comitatus and search any house.

Alec
Smoke houses and hen houses?

Lynch
Yes and stores and banks. And the fairest houses where the fairest of the fair dwell.

Gus
We show 'em we're free. We show 'em what we can do, pardner. Des whit.

Lynch
(Turning to Alec and Gus with both hands extended)
You'll stand by me through thick and thin?

Alec & Gus
(Shaking Lynch's hand)
Dat we will.

Lynch

When we win this election tonight, the white man's day is done. Wait till we're in the saddle and feel our feet in the stirrup.
(Going up C to gateway.)

Alec

Lawd! Dat's er educated nigger - dat is.

Lynch

I'm going to get the first reports from headquarters.
(Turns in the road)
Don't forget there's a meeting of the league at my house to-night -- after the fun outside is over.
(Gives the league sign - the others respond)
(Exit to R)

Gus

He's de general.

Alec

He show us how ter git de good tings - dey er comin', chile.

Gus

Yas Lawd. Yas things are comin' our way sho'.
(Craftily)
I got somefin' ter ask him 'bout.

Alec

(Examining his stake)
I drive dese stakes on dat forty acres er bottom lan' in de bend er de creek on ole Marster's plantation -
(Eing to L.)

Gus

Old Marse Richard's lan'. Oh, Lawdy!
(Laughing, cross to L.)

Alec

Yassah, I spike 'em down. Ain't I done tole ye, nigger dat de good book say - "De Lawd moves in a mischievous way, his blunders to perform." Yassah, I spike 'em down.
(Sits over at L.)

(Enter Dr. Cameron hurriedly)
(Enter Nelse from house)

Dr. Cameron

(Indignantly - to Alec)
Alec, did you give that order to close the polls, with hundreds of white men in line?

Alec

(Defiantly)
Yassah. I'se de poll holder, sah.

Dr. Cameron

This will bring you trouble.

Alec

(Rising)
De Guberment stand' by me, sah.

DrL Cameron

Who stood by you when you needed help? Have you forgotten those scars on your arms?
(Touching his arm)

Nelse

(Coming down)
Marse Richard - lemme hit 'im.

Dr. Cameron

(Waving Nelse back)
You've started on a dangerous road today , my man.

Alec

(Sullenly)
I take care myself, sah.
(Suddenly producing deed)
I got ter tell yer, Dr. Cameron, youbgit offen my lan'.

Dr. Cameron

(With shock of astonishment, wheeling about)
What?

Alec

Dars de Guberment deed for dat forty acres down in de bend er de creek.

Nelse

(Threatening)
Oh, oh! Lemme hit 'im - des once.

Ready Song R-

Dr. Cameron

(Having checked Nelse and taken paper from Alec, smiles)
Do you know what's on this paper?

Alec

Cose I does. De deed ter my forty acres er lan'.

Dr. Cameron

I'll read it to you.
(Reading)
"As Moses lifted up the brazen serpent in the wilderness for the enlightenment of those who loved darkness, even so have I lifted ten dollars out of this benighted nigger. Selah!"

Nelse

(Roaring with laughter)
Dar now. Dar now.

Alec

(Taking paper with anger from Dr. Cameron, starts off, shaking fist at the doctor)
You can't fool me, sah. I knows what's on dat paper, and I got de sticks right heah fur ter prove it.
(Shows stakes)
Better friends den you is tole me. You git offen' my lan'., sah. You heah de news fum dis 'lection purty quick. Des git offen my lan'.
(Exit R.)

Nelse

(To Aleck)
You better open dem polls purty quick, so's I kin vote, or me an' my ole 'man git atter you, sah.
(Exit following Alec, making fun of him as he goes off)

Dr. Cameron

(At chair)
(Crowd off R singing "John Brown") -PIANO- song
God save the state.
(Cameron shakes his head - turns down to R).

(Enter Ben from R- running)

Ben

(To Dr. Cameron in greatvexcitement)
Have you heard the news, sir?
(Enthisiastic negroes shouting hurrahinh, drinking, cross ny roadway from R to L.)
Dr. Cameron nods head affirmatively)
I could clean out that crowd in five minutes, and re-open the polls.

Dr. Cameron
(Placing hand on Ben's arm)
We've had enough blood shed. Patience. The whole state cannot be lost.

Ben
But if they carry the state, sir? What protection have our homes?

Dr. Cameron

(Seated)
Your white military company could whip a thousand negroes.

Ben
(Xing to tree)
If they'll face us. But this secret Black League at night. Every begro is grinning and whispering its ~~isgns~~ signs and passwords. You can't fight such forces in the open.
(Shouts - cheers - heard off)
We've got to fight the devil with fire, sir, and organize in secret as they've done in Tennessee.

Dr. Cameron

(Startled)
You mean --?

Ben

(In hoarse whisper, after glancing around)
The Ku-Klux-Klan!

Dr. Cameron
(Rising putting hand over Ben's mouth)
Sh-sh!
(Xing to C gripping Ben's arm with apprehensive look)
(around)
My boy, a secret order of Southern men spells treason - the end and exile, imprisonment, death!
(Impressively laying hand on Ben's shoulder)
Promise me never to lift your hand in violence - without my advice. We are the last of our tribe - the rest sleep in unmarked graves. We must stand close, my boy, you and I.

Ben
We'oll stand together, sir.
(Pressing Cameron's arm, turn toward house, stops, turns back to C L.)
I am going to ask Mr. Stoneman for his daughter's hand.

Dr. Cameron
Good luck my boy - she's a noble girl.

Ben
I fear her father is more than an abolitionist.

Dr. Cameron
(Startled)
What do you mean?

Ben
I believe he is a leader of the Black League.

Dr. Cameron
(R) Is it possible? Sh !

(Enter Stoneman from house)

Stoneman
(To Ben)
Ah! I've been expecting you.

Ben
I was on my way to meet you, sir.

Dr. Cameron
The air of Piedmont agrees with you, Mr. Stoneman. You are improving.

Stoneman
(Sitting in chair L.)
My mind's at ease -- our cause will triumph to-day.

Dr. Cameron
Your cause?

Stoneman
Yes, I have concealed it from you, but I am unofficially at the head of the great League whose purpose is to reunite the Nation.
(Dr. Cameron and Ben exchange looks. Dr. Cameron goes off L U E)
(To Ben)
Young man, straight to the point. We need in South Carolina a man of genius to lead in the work of uniting the Nation - all eyes have turned to you. Throw yourself into this battle and a great career opens before you. I'll back you with every dollar and all the power I possess.

Ben
(Quietly but with intense pride)
Are you asking me to turn traitor to my own people?

Stoneman

I ask you to lead them. The war is over. Turn your face to the sunrise. You can do the South, the nation, and Humanity a great service. The negro will sweep the whole South today.

Ben

(Xing up L in front of chair)
Impossible!
(Xing back to house - lower end)

Stoneman

(C) It's as fixed as fate. You must lead the negroes or be crushed by them. Come, let us be friends --
(Offers hand to Ben)

Ben

By all means!
(Stoneman and Ben shake hands)

Stoneman

Then forget the past and lift your eyes to the larger Nation and its future.

Ben

Accepting social equality with the negro.

Stoneman

Accepting Democracy as the destiny of the world.

Ben

And in the end permit the negro to meet our mothers and our sisters as social equals. Never, sir, so help me God! And you do not dream how much it costs me just now to say this to you -
(Turns away, shaken by emotion, but firm of purpose)

Stoneman

(Crossing to Ben)
One word -

Ben

(Turning to Stoneman)
Well, sir?

Stoneman

Can't you understand me?

(Pause- averting his face)
I've guessed your secret - I know you love my daughter.

Ben

(Staggered)
You -- knew?

Stoneman

Come, my boy - I like you.
(Extends his hand)

Ben

(Rise, go to Stoneman, seizing his hand)
Thank you, sir.

Stoneman

Yes, yes, I've been watching. Had I not liked you - well, you would have heard from me. Elsie is the apple of my eye - her happiness is dearer to me than life.

Ben

And no less dear to me, sir.

Stoneman

Then prove yourself worthy of her. Shake off your silly prejudices - lift your head into the big world beyond your state line.

Ben

I hope to be worthy of your daughter, sir -- but God Almighty never meant a negro to rule a white man.

Stoneman

A majority rules. You are the born leader of the negro. Will you surrender the leadership to strangers for a mere foll's whim? Suppose these black ballots today have already crushed you beneath an avalanche - what then? Come, come, have common sense. What then?
(Shout heard off - ~~followed by boom of a cannon~~) Cannon shots
The news! We'll know who wins.

(Lynch enters - followed by Gud, Alec, Nelse and other negroes, flourishing a telegram)
(Eve and Flora enter from House)

(Dr. Cameron enters from House)

(Dr. Cameron, Ben, Flora, Eve and Ed Nelse go up stage and separate from the group)

Lynch

(Hand telegram to Stoneman)
Read it, sir.

Stoneman

(Read telegram)
"Columbia, S. C. Six P. M." The returns indicate the election of William Pitt Shrimp for Governor and Silas Lynch --
(Points to Lynch)
for Lieutenant Governor, by one hundred thousand majority.

(Shouts and cheers from crowd)

(Lynch lifts himself with pride)

Lynch

(Turning to crowd)
And listen my men, the legislature will be composed of twenty-two white men and one hundred and one negroes.
(Shouts and cheers)
Once more. And when you cheer, cry within your souls - Hosannah to the Lord God Almighty for Emancipation.
(Cheers)

on stage

on stage

Stoneman

(Shaking Lynch's hand)
My congratulations.

Ben

(To Dr. Cameron).
We are beaten, sir.

Dr. Cameron

My God! My God!
(Ben turns away downcast)
(Enter Elsie from house)

Stoneman

(Place hand on Ben's shoulder)
The right decision now my boy, turns your defeat into victory.

Elsie

(Running to Stoneman - get R of him)
You have agreed.

Stoneman

Agreed! Of course - he is a man of sense.

Elsie

(Xing over to tree)
How glad I am.

Stoneman

(To Ben)
We must have a conference at once - let us go inside.

Ben

(Hesitates, looks at Elsie and then quickly)
I'll hear your views, of course.
(Turn to Cameron and both start in)

Stoneman

Good!
(To Lynch)
Come, we will agree.

(Dr. Cameron turns, stops and reads the bulletin ~~xx~~ while Ben tirns and confronts Lynch, who starts with Stoneman toward the House)

Ben

(To Lynch)
And where are you going?

Lynch

Into this conference --

Ben

You - !

Lynch

(With pride and veiled threat)
It will be worth your while to cultigate the acquaintance of the Lieutenant Governor of South Carolina.

Stoneman

(Turning to Ben)
I asked him to come to my room for our meeting.

Ben

(L C) A negro a guest in the Cameron House --

Stoneman

Certainly.

Ben

Sure;y you must know that such a thing is impossible.

Stoneman

(Warningly)
There's a crisis in every man's life - when folly is a crime. Your prejudice is too absurd.

Ben

The subject is not open to discussion in this state, sir.

M

Cameron

(Finishes reading paper on board - turns and seizes Ben's arm and drags him to the bulletin board)
Look at this !

Lynch

(To Stoneman)
Our leader seems to halt.

Stoneman

(R C)
He'll come to his senses.

Ben

(Furiously to Lynch)
Who dared post that document in front of this house?

Stoneman

(Interposing defiantly)
I did it, sir.

Ben

You --?
(Turning to Elsie, who approaches)
post this imfamous proclamation, promising bayonets to enforce the marriage of blacks to whites. You, the father of a beautiful daughter?

Stoneman

It is the law - an official order of the Commanding Heneral in Charleston.

Ben

So --
(Crossing to house - tear down the poster)
- this is your equality and democracy!

Lynch

(To Stoneman)
That act is a crime. He should pay its penalty.

Elsie

(Appealing to Stoneman)
Father dear, I beg of you --

Stoneman

(To Ben, and shaking off Elsie)
You have insulted the majesty of the Nation's law. There's yet time for retreat. Post that proclamation up again!

Ben

(Tears poster into bits and throws it in Lynch's face - who shoots at him a look of mortal hatred)
I'll see you in hell first!

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" THE CLANSMAN "

ACT III.

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"THE CLANSMAN"

ACT III.

SET No. 1

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-:- A C T III. -:-

LIVELY

IN THE CLAWS OF THE BEAST.

PART I. The Beat of the Sparrow's Wing.

SCENE: The same as Act 1. A week later. The Cameron House decorated for Flora's birthday. During the Act the sun sets, and night falls.

DISCOVERED: The curtain rises on Flora at back c calling to departing children. EVE and HELEN in the foreground arranging Flora's birthday gifts on rustic table-young people singing and making merry.

Wallace

Well, get the wagon boys -- come on children - it's time to go home.

(Picks up child, who kicks and fights to stay, but is carried away amid laughter and singing)

Flora & Eve

(Up C. at gateway. Eve at table)

Good bye, good-bye.

(Throws kisses)

Goodbye.

Flora

(Tripping down to Eve, at table)

Oh, this is the greatest birthday I've ever had.

Eve

Mammy's darlin' so happy.

(Gus' face appears above fence, stealthily watching)

Flora

Did you ever see so many pretty things?

Eve

Ain't none of dem purty as my baby.

Flora

Haven't I got lots of friends.

Eve

(At R. of table)

Cose. Ain't Mammy's baby de sweetest thing in de worl' .

Helen

(To Eve)
I'm afraid you're spoiling her, Aunt Eve.

Eve

No mam!

Helen

She'd have been spoiled long ago if it were possible - she's everybody's pet.
(Kisses Flora)
(Hands doll to Flora)
Isn't it pretty.. Thirteen years old to-day. You're not going to play with it?

Flora

Of course I am.

Helen

(To Flora)
Aren't you coming in?
(Exit into house)

(Exeunt all except Flora and Eve, as Nelse enters)

Nelse

(Enter C. Holding note in his hand, beckons to Flora, who goes to him)
Take dat to Miss Eve, honey.

Flora

All right.
(To Eve)
Mammy.
(Gives note to Eve)

Eve

(Paying no attention to Nelse)
Read it darlin'.

Flora

(Opens note and reads)
Mistah Nelson presents his compliments to Miss Eve, and so -- solicits the pleasure of her company.

Eve

(Laughing softly)
Dat soun' fine, doan it?

Flora

Such big words for Nelse.

Eve

(Rising)
Yas - Marse Ben write dat. Tell 'em to come on.
(Xes R. to tree - Spruce up - sits at bench)

Flora

(Returns to Nelse)
You can come Nelse.
(Xes L. to steps of house - sits there and plays with doll)

Nelse

(Bowing, grinning and acting the gallant. Goes over to Eve)
Good evenin' Mam.
(Offers Eve a flower)

(Eve takes flower, laughing and playing the coy, kittenish maiden)

Eve

Won't yer set down?

Nelse

(Sits on rustic seat and edges toward Eve, who glares at him in response to his advances)
Pears lak we fwine ter hab some wedder, mam!
(Laughs and edges closer)

Eve

Yas, feel ter me kinder stormy.

Nelse

(Pulling a big stick of candy from his pocket, hands it to Eve)
Still, I tink de sun come out. Hab a few 'freshments, mam?

Eve

(Bowing and taking the candy)
Yas, "pears lak it mought clar up, bime-bye.

Nelse

(Again trying to get close to Eve)
I got sumfin powful particular ter say ter you, mam.
(Laughing immoderately, and trying again to get his arm around Eve)

Eve

(Rapping his hand)
Talk wid yer mouf, not wid yer hands. I'se er 'spectabul 'oman, I is.

Nelse

(Blowing his knuckles)
Yassam - Oh, I mos' fergit sumfin fine.
(Feels in his pocket, pulls out an enormous red ribbon, and hands it to Eve, who softens again)

Eve

(Laughing and showing desire to flirt)
Yer tryin' ter flatter me, sah.

Flora

(From steps - busy with presents)
Mammy, come here.

Eve

(To Flora)
Mammy's busy, darlin'.

Nelse

(Edging closer again)
No mam - ye war dat in a big bow 'round de waist.

Eve

Is it a swash?

Nelse

I show ye, mam, how ter put it on.
(Tries to slip his arm around Eve's waist and gets his knuckles rapped)

Eve

(Glancing at Nelse)
Min' dat time er biscuit bode bus' its self ober er nigger's head, an' a flat-iron cotch 'im in de burr er de year, an' he loss er poun' wool 'fo' he could clar de do'?

Nelse

(Laughing)
G'way, chile. Nuttin' lak dat heber happened ter me. A flea mout er bit me on de year, but twant no flat-iron.

Eve

(Laughing)
Done fergit dat, is yer?

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Nelse

(Again trying to slip his arm around Eve)
When I hears de sweet soun' er yo' voice, mam, I can't 'member nuttun' but how I lubs my true lub.

Eve

Des listen dat nigger now.

Nelse

(Again trying to slip arm around Eve)
Des lak I tell yer, honey - -

Eve

(Threatening)
G'way fum here.

Nelse

(Drawing a ring from his pocket)
Oh, I mos' fergit ergin. Will yer wear my ring, mam?
(Slips ring on Eve's finger)

Eve

(Holding it up admiringly)
(Calling to Flora)
Come here, mammy's baby, and see what er gemman bring me.

Flora

(Running to Eve and examining ring)
Ain't it fine?
(Flora sits between Eve and Nelse. Nelse is eager to get her to go back and leave him and Eve alone)

Eve

Anyting mo' in dem pockets?
(Searching Nelse's pockets)

(Flora goes down to table L.)

Nelse

Eve, honey, I got dem licenses all ready.
(Again trying to put arm about Eve. This time Eve yields coyly. Bus.)

(BEN enters C from L Sees Nelse and Eve embrace, laughs -- they break away and run in confusion, Nelse goes off R I E)
(Eve goes off L 3 E)

Flora

(To Ben)
Brother Bennie, come see my presents.

Ben

(Approaching)
So the party's all over. Thirteen years old today! My! but you're growing so fast, I'll have to be introduced to you every week.
(Sits at L of table)

Flora

(Displaying a present - a bracelet)
Guess who gave it?

Ben

Miss Elsie!

Flora

Who told you?

Ben

A mocking bird in the tree top this morning.

Flora

(Displaying another present)
Who gave me this?

Ben

Helen .

Flora

You missed. You missed.

Ben

Who then?

Flora

Nellie.

Ben

Of course, Nellie.

Flora

(Showing beads)
And this one?

Ben

I could never guess. What old fool gave you that.

Flora

(Laughing gleefully and kissing Ben)
You know who gave 'em to me, and I think they're fine.
(Hugs him)
Anf you'll never guess who gave me this box of candy?

(GUS ' face again appears above the fence)

Ben

Give it up - who?

Flora

Gus!

Ben

(Rising suddenly)
What! Gus! You mean the nigger captain?

Flora

Yes, Gus that used to work for us in the fields.

Ben

Give it to me.
(Snatches the box and throws it off R)

Flora

(Frightened and angered)
Why, Brother Bennie --

Ben

(Seizing her arm sharply)
What - what did he say?

Flora

(About to cry)
Just -- just asked me if I didn't remember him.

Ben

(Sternly)
Haven't I told you never to let a brute like that come near you?

Flora

I'm not afraid of him.

Ben

(Desperately)
And I can't teach you.

Flora

(In tears)
I don't like you to talk to me that way.

Ben

(Soothingly)
There, little sister, you don't understand.
(Ben tries to put his arm around her. Flora ~~xxxxxxx~~ breaks away angrily and runs to meet Dr. Cameron who enters from house, as Gus dodges again out of sight)

Flora

(Goes to Cameron)
Papa, Brother Bennie's been mean tomme. He's spoiled my birthday.
(Dr. Cameron looks startled at Ben, who is pacing back and forth, excitedly)

Dr. Cameron

There baby, don't cry - run and find Mammy and I'll speak to Ben.

Flora

(Murmuring through her tears, gathers up her presents in her skirt and goes in)
The only one that's been mean to me today.
(Exit into house)

Dr. Cameron

(Anxiously to Ben)
What is it?

Ben

(Approaching with emotion)
Among her birthday presents, was one from -
(Choking)

Dr. Cameron

From whom?

Ben

From that negro Gus!
(Cameron gazes at Ben calmly)
He sneaked in here when Flora was alone. Remember -
"A black beast's claws." --

Dr. Cameron

My boy, it's unthinkable - absurd.

Ben

(Crosses R)
The negroes are growing bolder and more insolent every hour -- unless we strike, where will it end?

Dr. Cameron

(Looking around cautiously)
Be sure of every step you take - Forrest's dangerous work is complete - you are organized now, your first blow will be an act of revolution.

Ben

(Sitting on bench under tree)
Yes, yes, - but - we're walking on a Volcano.

Cameron

Strike only as a last resort. A reaction has already set in. They didn't dare hold Nelse for his assault on the Governor - nor order our arrest again. Shrimp knew he had gone too far.

Shrimp

Shrimp! Yes - but that yellow viper, Lynch - mark my words, he's getting ready for us - The Klan! --
(Cameron seizes Ben's arm with a gesture of caution, as Elsie enters)

Cameron

(Crosses to L C)
I must have a talk with Flora and try to make her understand --

C-T NO 1

Elsie

(To Cameron)
Sorry I couldn't come earlier to offer Flora my congratulations.

Dr. Cameron

(Starting into house)
Flora will be delighted to see you, Miss Elsie. She's been asking for you. I'll go and tell her that you are here.

(Exit into house)

Ben

(Has risen as Elsie comes on)
(Tenderly to Elsie)
I'm so glad to see you.

Elsie

(A bit quizzically)
Are you? And yet - for an ardent lover - your visits have been brief of late.

Ben

For the last week -- I have been crushed with - with important business.

Elsie

(Laughing)
Important business again - always that. I'm growing quite jealous of this mysterious - secret love of yours.
(Smiles her affection)
Tell me -- what is this important business?

Ben

(Pauses and smiles)
I cannot tell you yet .

Elsie

There were to be no secrets between us.

Ben

Nor shall there be. Wait, and you shall know all. You trust me?

Elsie

(Pause)
Yes.

(EVE enters from house)
(Elsie goes R Ben crosses to L.)

Eve

(To Ben)
Marse Richard say come in dar. Miss Flora wanter kiss an' make up wid ye.

Ben

(On porch of house - turning to Elsie)
I must go - will you come?

Elsie

Yes - I'll follow you in a moment - after I've had a word with Aunt Eve.
(Sit on bench at tree)

Ben

Very well.
(Exit into house)

Elsie

(To Eve)
I've heard that you tell fortunes, Aunt Eve. I have the blues to-day. Tell mine for me.

Eve

(Crosses to Elsie, sit beside her on bench)
Yassam - you must fust gimme somfin dat b'longs to you.

Elsie

(Smiling)
Of course, I'd almost forgotten.
(Draws purse and gives Eve money)

Eve

Thankee mam- thankee mam. I didn't mean money - but dat'll do. Yassam. Now I sees within de vail.
(Murmuring of goodoo song and looking into Elsie's eyes and hand - then off into space. During this recital, Elsie follows Eve breathless interest and intense emotion with alternating joy and horror)
I see 'im comin' to you swif' -- wid er smile on his lips - de one you'se bin waitin' fer an' dreamin' 'bout - He's a tellin' yer whut yer heart's hungry ter hear - ye listen, an' a shadder fall between ye -- what's dat? A black hand

M
MYST.

on yer throat 'bout ter strangle ye - Dey er tryin' ter sabe yer, an' can't. Yes, glory ter Gawd -- he's er comin' agin, all in white, an' his eyes shine lak de stars an' his bref's lak fire - -

Elsie

(Rising - seizing Eve)
Hush! Hush! No more.

Eve

(As if waking)
I wuz dreamin, honey - whut wuz I sayin'?

Elsie
Go! That's enough. I'll come in to see Flora.

Eve

(Starts to go)
Yassam, she want ter see ye - she want ter see ye.
(EXIT behind house)

(As EVE goes off, Flora skips out cautiously - watches until Eve disappears and then slips up behind Elsie, who has sunk, exhausted on the rustic seat)

Elsie

(At L in chair)
What could she mean. How foolish to listen to such nonsense. I'm all unstrung today.

(GUS appears at fence, eagerly watching)

Flora
(Putting her hands over Elsie's eyes)
Guess who it is?

Elsie

A fairy.

Flora

Too big for that.

Elsie

A cherub!

Flora
(Slipping into Elsie's arms)
I love you.

(Kneels at R of chair)

Elsie

I love you.

Flora

Brother Bennie was talking with Papa just now, and I slipped out.

Elsie

To see me?

Flora

(Rising - going up C)

Yes. But I've to go down to the spring to feed my ground squirrel. I bet he's most starved. I haven't given him a bite today - I've been so busy. You'll wait for me? I want to show you my presents.

Elsie

Yes -- don't be long.

(Gus disappears quickly)

Elsie

(Up C throws Elsie a kiss)

I'll be back right away.

(Flora goes in the direction Gus took - R 2)

lights to MR.

Elsie

"A shadow fall between you." "A black hand on your throat, about to strange you." Ugh! It's childish nonsense of course - but - I'll go home. I'll say good night to them and --

(She moves toward house as Stoneman enters from R)

(Twilight falls and moon rises)

Stoneman

(To Elsie)

Ah! I find you here.

(Frowning and shaking his head in excitement)

Elsie

What has happened?

Stoneman

I have made a fearful discovery.

Elsie

Father!

Stoneman

(Seizing her hand)

First tell me - - -

Elsie

Yes - what?

Stoneman

Are you pledged to young Cameron?

Elsie

(Struggling with emotion)
I - I have made him - no promise, but - -

Stoneman

Thank God!

Elsie

(In terror)
Father! What do you mean?

Stoneman

(At R C)
A secret oath bound league of white ruffians, and desperadoes, has overspread the south - their weapons, terror and murder.

Elsie

You mean the terrible - Ku Klux Klan?

Stoneman

Yes. Midnight assassins.

Elsie

But - Ben!

Stoneman

Blot his memory from your heart. Ben Cameron is the leader of the Klan in this state.

Elsie

Oh!
(Sinks on rustic chair R)

Stoneman

(Tenderly moved)
Why, why, my child! It's not so bad - you have only to give him up -, that's all.

Elsie

(With pathetic smile)
Yes - that is all. I - have - only - to - give - him up!

Stoneman

(Suddenly - tenderly)

My dear child, have you yielded your heart to this man?

Elsie

(Brokenly)
Yes, Father - yes - yes.

Stoneman

(Gesture of dismay)
You must give him up. His discovery is a moral certainty.

Elsie

(With a gleam of hope - rising go C to Stoneman)
Then then you have as yet no positive proof?

Stoneman

If there were tangible proof in the hands of the authorities, Ben Cameron would be at this moment in jail awaiting his doom. The local meeting place of the Klan is known. Lynch's spies will be there to-night to report the names of every member. Young Cameron's conviction is as sure as fate - his end the gallows --

Elsie

Still, you have no proof --

Stoneman

Why, my child - what is this? You cannot cling to such a man?

Elsie

(Crosses L toward house)
I must see him. He is not a ruffian or a desperado. He will tell me the truth.

Stoneman

Elsie, we are face to face with Southern barbarism! To your own standard - a stainless Puritan conscience. The house of Stoneman can have no part with mid-night assassins.

Elsie

(Crossing to House)
I must know the truth - - I can read his soul - - - he cannot lie to me.

Stoneman

And Elsie, if you find that he is a member of this Klan - Ah - -
(Falls in chair, putting hand at his heart)

Elsie

(Going quickly to Stoneman)
Father! Father!

note Book.

Stoneman

My darling! I - I - do not know how many months I have to live. This worn out crippled body cannot hold my spirit long. It is you alone, Elsie, keeps me here. See, in the inside pocket, next my heart, I keep your pictures from babyhood up, all set in a little book. You didn't know this - nor does the world dream I've been so soft hearted. You - you would not desert your old father for this man?

Elsie

(Throwing herself into his arms)

Father! No, no, no! If I find he is a member of this band I'll tear his memory from my life. But I will not condemn him unheard. He is the soul of honor.

(Rising from your knees)

He will tell me the truth.

Stoneman

(Throwing Elsie a crafty look)

He will tell you - the truth?

Elsie

Yes.

Ben

(Heard off - in house)

She must have gone - I'll see.

(Stoneman rises)

Stoneman

(Moving up C)

Then - -- then you will come to me - the moment you have seen him?

Elsie

The moment I know - the truth.

(Exit Stoneman C R)

(Ben enters hurriedly from House)

Ben

(To Elsie)

I thought you were coming in - to see Flora.

Elsie

(Smiling with assumed cause)

Flora came out - to see me.

WALTZ P.P.

Ben

Oh. I thought I heard a man's voice.

Elsie

My father was here.

Ben

(Observing her closely)

Ah! He has said something - What is it?

Elsie

We were speaking - of you.

Ben

(Startled)

Of me?

Elsie

This - important secret business - can ~~you tell~~ you not tell me what it is?

Ben

Let us not speak of it now.

Elsie

Is it something - of which you are ashamed?

Ben

(Hurt)

Elsie!

Elsie

(Greatly relieved)

Ah! I knew it. My father was wrong. It is not true.

(Crosses to tree)

Ben

What do you mean?

Elsie

Why he - believed that you are a member - of the Ku Klux Klan.

Ben

I - see -

(Pauses)

With all my faults - you have loved me, Elsie. Your love has redeemed my life. I lay it at your feet. I am the Chief - the Grand Dragon of the Ku Klux Klan!

Elsie

Oh, no, no, no!
(Sinks in chair at tree)
God pity me.

Ben

(Tenderly)
Come, my own - tell me.
(Offering to take her hand)

Elsie

(Rising, avoids Ben's hand)m
Wait! You have said that you love me.

Ben

Have I not proved it?

Elsie

Yes, yes. And that is why you are breaking my heart. Your perfect trust is the sweetest revelation that can come to a woman's soul - yet it brings only pain and horror.

Ben

Pain and horror! Why?

Elsie

Can you ask - and in the same breath admit that you are the chief of this band of criminals.

Ben

Criminals! My xx work is to prevent crime.

Elsie

Yet when you take my hand - yours may be stained with blood.

Ben

The judge who pronounces sentence of death on a criminal is not called a murderer, my dear.

Elsie

By whose authority are you a judge?

Ben

By the authority of the imperial race of men who created the State of South Carolina - Why, the secret Klan is our only way. We are the guardinas of civilization in the South - until the day dawns. My men are a band of young knights, circled with bayonnets, who yet dare to ride with their lives in their hands and songs on their lips - ride to the defense of the weak and the inn ocent --

Elsie

Ah, my love, give it up - for my sake. Think of the danger in which you stand.

Ben

I think of the danger in which you stand.

Elsie

(Surprised)
I - In danger?

Ben

You - -
(Turn to L indicating house)
My sister and every woman of the South.
(Cross to L)

Elsie

Your fears are the wildest folly - My love - you must give this thing up.

Ben

I am bound by a solemn oath.

(Nellie enters on this dialogue - then backs out again, softly and unseen by Ben and Elsie)

Elsie

Must your oath bind you against me? I made a solemn vow to my father, just now, to give you up for ever the moment I found you were one of this Klan - yet for love's sake, I have broken my vow! I have lingered and pleaded - come, sweetheart, it is the first and only thing I have ever asked of you - you - cannot refuse me!
(Slips her arms around his neck and head on his breast)

Ben

(Struggles with deep emotion)
(Desperately)
Elsie, my love, you do not understand - A sworn chieftain desert his men - I could never look a South Carolinian in the face.
(Crosses to C)

Elsie

(Pause - brokenly)
Then you must choose between your Klan - and me.

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Ben

)Pressing hand to temple - turn away)
Ah! - - Elsie --

Elsie

Oh - Ben, Ben - - Goodby!

(Ben takes her hand in his, looks into her eyes, offers to speak, voice fails him and he silently wrings her hand with bowed head)

(Elsie starts off by gateway, pauses, returns softly to Ben and looks tenderly at him)

Ben

My love -- goodbye!

Elsie

My love, goodbye!
(They silently embrace and remain in each others arms for a moment -- Elsie gently disengages herself and exits by the roadway)
(Ben staggers to the seat, sinks down and covers his face with his hands. Negroes sing plantation melodies in the distance)

Plant song

(Nellie, who had appeared in season to witness the parting, and drawn back, now comes forward)

Nellie

(To R. of Ben - laying hand on his shoulder)
I am so sorry, Ben.

Ben

(Looking up quickly)
You - - Nellie?

Nellie

Yes, I can understand. I - have suffered too.
(Averting her face)

Ben

(Rising)
You -- - Nellie - - how?

Nellie

(With a little strained laugh)
It doesn't matter now -- anymore . I'm about over it. You'll get over this -- you have work to do.

Ben
(As if ashamed of his weakness)
Yes, I have work to do -- we have work before us, Nellie! We must stand together now, we men and women of the South.

Eve
(Enter from House)
Marse Ben, where's Flora.?

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NEW YORK

Ben
(Surprised)
Isn't she in the house?

Eve
No sah - I look everywhere fur her.

Ben
(Sternly)
You'll find her down at the sprin g, Aunt Eve. Go and bring her to me.

Eve
Yessah, I fetch her right away.

Nellie
(Down R. C.)
If I were only a man who could fight and risk my life.

Ben
I need a scout and spy, whom no one will suspect. We have a desperate struggle before us. Can I trust you?

Nellie
To the uttermost! Let me join. I can ride like a tropper.

Ben
Hold up your right hand.
(She obeys)
You solemnly swear to keep the secrets of the Ku Klux Klan in sacred honor and obey the word of your chief on the penalty of your,life?

Nellie
(With hand uplifted)
I swear!

Ben
At tonight's meeting of the Klan, you will begiven the signs and pass words, and invested with ~~xxxxxxxxxxxxxxxxxx~~ whistle and code of signals.

Nellie

(Elated)
Thank you, Ben. Thank you.
(Kneels and kisses Ben's hand - R. C.)

Ben

From this hour, comrades in defence of the innocent and the weak, for God and the South!

Nellie

For God - - the South - - and my Chief!

Noise

(Again the sound of drunken revelry is heard off R., in the valley. Eve rushes back carrying Flora's bonnet.)

Eve

Marse Ben! Marse Ben!
(Ben and Nellie turn to Eve startled. Eve enters - half paralyzed with terror. Flora's bonnet in her hand, from R. 2)
Marse Ben! De Lawd hab mussy. I - I can't find Miss Flora no whar. Nuttin' but her bonnet.

Ben

(In awed whisper)
My - God! Where did you find it?

Eve

Down by the ribber.

Ben

The river!
(Pause - dazed for the moment)
A - - Nellie! Nellie - run - ring the court house bell!
(Moving toward house)

Nellie

Yes - - I will!

(Running toward gate)

Ben

(At steps of house, turning with strange harsh laugh)
It - it's only my foolish fear . Flora's hiding somewhere in the house. She's angry with me. But run Nellie, run !

(Ben exits into house.)
(Nellie exits rapidly by roadway to R.)

Eve

Lawd had mussy on us. Whar's Mammy's baby?
(Sinks on seat at house, sobbing and kissing Flora's bonnet and crooning over it)
Mammy's baby - whar is ye?
(Court House Bell tolls. Negroes heard carousing and singing in the distance. Bell rings. A moment later, Dr. Cameron enters from house, followed by Ben)

Cameron

It's impossible, my boy - preposterous! She's just run away in a fit of petulance. She's hiding for mischief as often does.
(Crossing over to R. - Calls)
Flora! -- Flora!

Neighbors

(Heard off)
Come on, boys.

Ben

(Now strangrely calm - To Cameron)
Ley us hope for the best, sir!
(The corwd beguns to gather hurriedly at different entrances. Din of excitement.)

Ben

(Raising voice - Speak to crowd)
Friends, it may be a childish prank - my father thinks so. A stray shot from those drunken fools may have hurt my sister.
(Angry murmurs from the crowd)
But quick, let us search every foot of thw woods on the river cliff, and if we find her alive - let one shot be the signal. If we find her dead - - two shots - and - and - that - withh bring us together.

Voices

One shot - if alive! Two shots - if dead. Yes, yes -- all right .

(Exuent by gate - taking road to R.)

Ben

(To men)
Hold a moment. If harm has come to the child, meet me here on this spot immediately and armed ready to answer the battle call of your chief! You understand?

Crowd

Yes! Yes!
(Exeunt crowd to R.)

(Exit Eve into house.

Neighbor

(To Cameron)
Mr. Cameron, a while ago, I saw that nigger Gus sneaking along the river bank.

Ben

Gus!

Neighbor

Yes - I called to him and he turned and ran toward the deep woods. I thought I ought to tell you.

Ben

Thank you - thank you.
(Go up to R.)

Dr. Cameron

(Unsteadily sinks into seat - L.)
My boy, what do you make of it?

Ben

I'm hoping for the best, sir. You're a man of faith. I want you to ask God to work a miracle - and blot out what may be.
(Voice chokes into a sob, as he rushes off L.)

Dr. Cameron

(Staggering to rustic seat and gasping)
Yes, yes -- she is just hiding for mischief.

Voices

(Heard off)

Hallo -- lo! Hao' -- loo!

Dr. Cameron

(Kneels)
Thou art my refuge, O Lord. Thou dost count the beat of a sparrow's wing -- Thou art my father, even as I am hers. Though I perish, let her live - pur and unsullied. Hear the cry of my soul!
(One shot heard - pauses in agony and waits - two shots)
Dead! Dead! - - My baby -- My baby!
(Falls foward on face)

CURTAIN

MYST. P.P.

-:- A C T III. -:-

THE HUNT FOR THE ANIMAL.

SCENE LL:- The wave of the Klan. The scene opens in semi-darkness, - - only faint beams of the moonlight straggling through a rift in the rocks and a single torch or taper at the Scribe's elbow, illuminates the cavern. As the action proceeds the moonlight increases in colume, gradually.

DISCOVERED:- As the curtain rises first in total darkness, voice of Chaplain is ~~heard~~ heard in prayer, in subdued monotone, and in the dim light Clansmen are seen, the Chaplian standing in their midst.)

Chalplain

(C)
God of our fathers, have mercy on the innocent, the weak and the defenseless. The terror of night deepens with the darkness and the stoutest heart grows sick with fear for the red message the morning bringeth! Forgive us our sins for they are many but hide not they face from us, oh God! Thou art our refuge.

Clansmen

Thou art our refuge.

Ben

(At R.)
The scribe will open the Klan.

Scribe

To the lovers of law and order, peace and justice and to the shadows of the venerated dead greetings. This is an institution of Chivalry, Humanity, Mercy and Patriotism.
(Whistle heard off)

Ben

The prisoner!
(Murmurs and a movement toward the door, as Gus is dragged in, struggling, groaning and crying)

Gus

I nebber done it --- I nebber doneit!

Clansman
(Crowding close about - muttering)
Ah! --

Ben
(Standing over Gus)
Clansmen! His guilt must be proven -- a black skin is not enough. We must see the color of his soul!

Clansmen
(Muttering)
Bah! His soul!

Ben
(Waving them back)
Let his accuser stand forth.

Cameron
He is an easy subject of mesmerism - - I can make him re-enact the crime.
(Throwing off his helmet and fixing Gus with his eye, and making hypnotic passes toward him. The negro collapses into a hypnotic condition, lifting one hand as if toward off a blow, stares around the cave and grins as if in a dream)

Gus
Take yo' eyes off me! Take 'em off -- take yo' eyes -- take yo' --
(Subsiding)

Cameron
(Suggesting)
At the spring --

Gus
Yessah!

Cameron
Hiding in the woods - - Go on!

Gus
(Face immediately lights up in an eager expectant look-crouching as if to spring)
She comin' - - yessah! She comin'!
(Pearing, as from behind a tree - eyes gleaming, lips parted)
She makin' fur de spring - -

(Shifting position as his eyes follow Flora)
She feedin' - de squirrels -
(Pause - watching)
Ef I skeer her - she run lak er deer - an' git away -- Now-now, she startin' back to de house. Ef I whistle lak er bird she come - - she love birds.
(Whistle, imitating song of mocking bird)
She o she stop, look dis way, an' listen.
(Pause cry of the wind)
(Slights pause)
She stop --
(Imitates call of bird)
She - - she comin' - now - - now I git her - -
(Eyes gleaming, lips agape, fingers closed, body trembling, for the spring)
Now - - now' --
(Crawling, cat-like, suddenly springs, clawing, griping, breathlessly)
Uh - uh! She git loose! She gone!
(Instantly rising to knees, respiring rapidly)
Come back. I ain'tb gwine hurt ye.
(Pause
Look out! You go ober de cliff!
(Pause - staring)
Gwad er mighty! She jump clean over!
(Awed, peers over the cliff)
She drowin'! S he in de ribber drownin'!
(Looks hastily around)
(The men spring for ward to tear Gus to pieces)

Dr. Cameron

(P~~xxxx

Gus

(Screaming and struggling)
I nebber done it. I nebber done it! I swear ter Gawd I nebber done it!

Ben

Is the courier ready?

Courier

Ready!

Ben

The scribe will prepare the fiery cross for the dispatch of a courier. Fill the bowl with water stained with the child's blood --
(Seixing the burning cross from the Scribe)
In olden times, the Fiery Cross, extinguished in sacrificial blood, called every clansman from the hills. And o-to-night in the new world; here on this spot made holy ground by the sacrifice of a daughter of the South, I raise the symbol of an unconquered race of men --
(High above his head in the darkness of the cave, Ben lifts the blazing cross)
I quench its flames in the sweetest blood that ever stained the sands of time.
(Extinguishes the flames in a silver bowl and hands the charred symbol to the Courier)
Quick across the North Carolina line to the Grand Titan at Hambright - - ask him for a thousand picked men, to meet me tomorrow night.
(Exit Courier L. U.)

Dr. Cameron

(To Ben)
What are you going to do?

Ben

I am going to disarm every negro in this country.
(The Clansmen quickly form in ranks before Ben)
Clansmen, for the daring work which remains to be done, I call for volunteers - not one of you may return alive. I choose the first four men.
(Thye kneel)
As sworn officer of Law and Order, execute this beast. It shall be a deed of the soul, not of the flesh, an act of open revolution - - At midnight hang him from the balcony rail of the Court House until dead. Cut down the body -- drag it at a horse's heels through the camp of negro soldiers - blow your whistles, rouse them from their sleep, and let them see and hear - and then boldly fling him on the doorstep of the negro Lieutenant Governor of South Carolina!

All

Yes!

Ben

Go! --

-:- C U R T A I N -:-

SET No 1

OFFICE OF
ALICE KAUSER,
1402 BROADWAY,
NEW YORK.

SET No 1A.

-:- "THE CLANSMAN"

by

THOMAS DIXON.

OFFICE
ALICE KAUSER
152 WEST 42ND STREET
NEW YORK CITY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CAST OF CHARACTERS:

In Order of their First Appearance.

1. REV. EPHIAM FOX, A Negro Exhorter
2. DICK, A Dark skined White Man
3. ALECK, The Sheriff of Ulster
4. NELSE , An old fashioned Negro
5. CARPETBAGGER, A Peddler and Auctioneer
6. THOMPSON, A Southern Planter
7. JUDGE WALLACE, Of the Old Regime
8. GUS, Of the Black Guard
9. EVE, Nelse's Wife
10. AUSTIN STONEMAN, The Radical Leader,
11. DR. RICHARD CAMERON, A conservative
12. FLORA, His Daughter
13. NELLIE GRAHAM , A Daughter of the South
14. ELSIE STONEMAN
15. HELEN LOWELL, Her Schoolmate
16. BEN CAMERSON, The Clansman
17. SILAS LYNCH
18. NEGRO CORPORAL
19. WILLIAM PITT SHRIMP , Governor of South Carolina
20. ~~JAKE, The Auctioneer's clerk~~ The Mailman.
21. GEN. NATHAN BL FORREST, Grand Wizard of the Klan
22. ORDERLY
23. UNITED STATES COMMISSIONER
24. Neighbor
25. Sergeant.
26. Chaplain.
27. Scribe.
28. Courier
29. Clansmen.

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"THE KLANSMAN"

ACT I.

(Lively Southern Airs - Silent Rise. Lights Full Throughout)

THE FALL OF THE MASTER

SET SCENE: A street in front of the Cameron House, Piedmont, S. C. overlooking river cliff, November 20th, 1867; tips of trees showing above fence covered with honeysuckle protecting street from brink of cliff. A rustic arbor with seats inside and outside covered with trailing roses near C. Mountains seen in distance beyond the river valley, in the splendor of autumn.
Placards indicare the direction of polling places.

DISCOVERED: Characeristic crowds of negroes, grouped in the roadway, some lined up along the cliff fence, straggling few below the hedge rows enclosing the Cameron House, all laughing talking, shouting with noisy enthuiasm.
Pockets flasks are passed from hand to hand.
Two or three, with bunches of ballots in hand, circulate in the purposeful way among the throng - negro troopers pass, joyously saluted by crowd. Two or three whites make their way through crowd, one exits R by way of road.
Two come forward and, with dubious shaking of heads and exchange of meaning looks, exeunt to Cameron House.
Oxxasional phrases and fragments of the talk are caught.

(Peddler R I E)

Negro Preacher
(Harrangueing crowd of Negroes as Curtain rises)
Ain't I done tole ye dat de Lawd call de cullud men ter come up on high. At de las' day de yearth will melt wid fervent heat. De judgemen' day done come fur de white Man! But what's de use er me, tellin' ef ye harden yer hearts an' stiffen yer neck an' won't believe de forty acres an' a mule!

(Shoits from the crowd)

Dick

(R C to Gus)
How many times ye vote, brudder?

Gus

Ev'ry chance I git - hain't keep no count.

(Shouts -- 6 Soldiers cross from R)
(Nelse enters from C E with wheel barrow, making his way down)
(Alec follows follow him)

Alec

(Threateningly to Nelse)
Now, yer vote ergin us ef yer dare.

Nelse

(Threatening Alec with spade)
Ef I dare!

Alec

Vote de right ticket an' yer gits forty acres er lan' an' er mule.

Nelse

Forty acres - an' mule?
(Pondering)
Doan believe dat mule. You got de forty acres yit?

Alec

No, chile, but I got my lamp trimmed an' burnin', an' I'se watchin' fer de bridegroom comin'. De Guberment sen' him eny minute.

(Peddler appears in the roadway, carrying bundles of bottles and labels)

Peddler

(Entering from R followed by crowd)
(Crying your wares)
Here you are gents - bottom rail on top - army rations and old clothes, and now the ballot -- and next, for every black man that votes the right ticket -- forty acres and a mule.

(Thompson - A White Man enters R 3 E)

(Judge Wallace enters from house L 2 E),

Thompson

(Crossing to House - Meets Wallace at steps)
Judge, that nigger poll holder has refused to allow a white man to vote.

Wallace

I'll get my hat -- we'll see if there's any law left in South Carolina.
(Exits into house - Immediately re-enters with hat)

(Thompson and Wallace exit R U E)

Peddler

Yes - Provided, mind you, that you have a bottle of this wonder worker - to save the corn for your mule!
(Distributing rat posters)
(Majority of crowd, disappointed, turn away)
No poison, no corn - no corn, no mule. You can't go wrong with this ticket, gents.
(Passing rat posters around)
Forty acres and a mule, while your old master works your land and pays you his rent in corn.

Alec

(To Nelse)
Heah dat man now.

Nelse

(Sceptically)
Yas - I hears.

Peddler

(Who has been studying Alec - now approached quickly)
Your name Alexander Cameron?

Alec

Yassah. Who's you?

Peddler

The secret agent of the Government.

Nelse

(Laughs)
Doan blame 'em fur keepin' it secret.

Peddler

Only pretending to be a peddler. Mr. Cameron, are you ready for your land?

Alec

Ready? I'se been waitin' fur de Lawd's messenger - I sees him now wid my own eyes.
(To Nelse)
Heah dat brudder?

Nelse

Yes. I hears it.

Peddelr

All you have to do is to drive four of these magic stakes of red, white and blue down on the land you want and all the rebels on earth can't pull one of them up. See, they are conjured.
(Picks a stake up by touching it and to end with a magnetized one)

Nelse

Fore Gawd! - look at dat.

Alec

What I tell you niggers.

Peddler

The fee is only two dollars each. Are you ready for your land, Mr. Alexander Cameron?
(Nelse sits on the wheel barrow)

Alec

How I know you'se the real messenger?
(Peddler gives sign)

Negroes

(In concert)
The sign!
(Gives sign)

Alec

Now give me the password.

Peddler

Equality!

Alec

(Laughs)
Glory ter Gawd! You'se been wid in de vail. Her's de money.
(Gives gold and takes stakes)

Peddler

Now the dead with the big seal of the government.
(Hands Alec the document)

Alec

How much?

Peddler

Only ten dollars.

Alec

Here's de money - 2 - 4 - 6 and 5 is ten.
(Giving money and receiving deed)

Peddler

Quite correct.
(Laughs and exits R 3 E)

Begroes

(Who have been spectators - excitedly)
Got my name in dat book? Don't no more git lan' an' er mule .
(Following peddler, who walks off rapidly by roadway)

Alec

(Crossing to Nelse, jubilantly)
See dat now. Is you wid us?

Nelse

(Scratching his head)
I see 'bout it.

Alec

(Angrily)
I see 'bout it. De good book say dat de sinner will not believe eben ef one rises frum de dead.

Nelse

Plowin' a mule don't agree wid me. De lan' ain't no good 'ceptin ye plow it. . Yassah, I know what I'se er talkin' 'bout.
(Goes back toward polls)
(Exit R 3 E)

Alec

(Shaking his fist after Nelse)
I give yer de las' warnin' - the very las' warnin'.
((Gus enters with 2 soldiers - crosses from L to R 3 E)
(To Gus)
Hi dar, officer, Gus , is you a soger man?

Gus

Yassah.

Alec

(Points off L.)
See dat nigger Nelse goin' ter de polls?

Gus

I sees him.

Al ec

Ef er try ter vote ergin us, fetch 'im here. Fetch 'im right here - I make 'im bite de dus' right here 'fore his quality folks, in front de Cammun House.

Gus

I fetch 'im.
(Sends soldiers off after Nelse R E)
(Exit)

Alec

(Looking at his stakes and deed)
Glory. De year er juberlee is come., Yas chile, I'se right here.
(Goes down to chair R)

(Dick comes down, studying Rat Poster)

Dick

(To Alec)
Look at dis ticker, Uncle Alec.

Alec

Mistah Cammun, sah - Is I yer uncle, nigger?

Dick

(Walling his eyes severely)
Den doan yer call me nigger. I ain't er nigger.

Alec

What is yer?

Dick

I'se er dark skinned white man.

Alec

Youse dark enough! Come her, coon. Is ye voted ter-day?

Dick

Vote in all de boxes in de country now, 'cepten' dis one. Look at dis ticket - dey been votin' dat here all day.

Alec

What ail it?

Dick

What dat rat doin' on dar?

Alec
(Examining it carefully upside down)
De ignance er dese niggers. Ain't we er votin' ter day on de Constertooshun ter take de vote away fum de white man?

Dick
(Walling his eyes)
Yassah. But what dat rat doin' dar.

Alec
Dat means de ratification of de Constertooshun.
(Cross to seat at tree-sit)

Dick
Sho's yer born - I vote dat.
(Exit with other negroes)
(Cheer heard off)
(All of save Alec - on bench under tree)

Alec
De ignance er dese young niggers.
(Gus and negro soldiers appear pulling Nelse forward)
Fetch de rapscallion befo' de judgement bar. So yer try ter put er vote in de box ergin me did ye? cWill ye 'splain ter dis cote?

Nelse
(Splutters)
What cote - dat old army obercoat?

Alec
Fur de las' time, I axes ye, is yer er member er be Black League?

Nelse
No-sah, I drudder steal by myself.

Alec
Is yer a member of the Red Strings?

Nelse
Won't have to tie no strings on me. I come when I'm called.

Alec
Ef yer doan b'long ter no secret sassiety, what is yer?

Nelse
Des er ole fashion, all wool an' er yard wide nigger dat lubs his ole marster.

Alec
What yer git in dat line an' try ter vote fur?

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Nelse

Ain't I er nigger?

Alec

But ye ain't de right kin' er nigger.
(Nelse goes up C)
De las' warnin' now - go back ter dem polls, an' I put yer in jail.

Nelse

(Indignant)
What fer yer put me in jail?

Alec

(Momentarily at a loss)
Fer 'sturbin' de peace.

(Eve appears around the corner of house)
(She stops, arms akimbo, glowering at Alec & Nelse)

Eve

(Wrathfully to Alec)
You ole bow-legged fool, what yer doin' messin' round' here wid my ole man?
(Alec dodges out of her way)
(To Nelse)
You leave dis place till dat wood am cut an' you hear fum me.
(Exit L 3)

Nelse

(Looks after Eve - then turns to Alec)
Come one - why doan yer put me in jail - now?
(Alex raises both hands in emphatic protest)
I done 'sturbed de peace - des lak yer say.

Eve

(Heard off L 3 - fiercely)
Mistah Nelson!

Nelse

(Jumping)
Dat me.

Eve

Nelse! You hear me?

Nelse

(Jumping and hurrying off L 3)
I'se er comin' honey.
(To Alec)
I see yer later.
(Exit L 3)

(enter Stoneman from House)

Alec

(Looking after Nelse)
Go cut dat wood --
(Sees Stoneman in door of house)
Dar's de man day knows evything.
(Bows, motions and calls to Stoneman)
Mr. Stoneman.

(Stoneman enters from House)

Stoneman

(To Alec)
How goes the day for our man and brother?

Alec

I salutes de great commander ob de Black League.
(Bowing low)

Stoneman

(Crossing to bench under tree R)
(Putting his hand to his lips)
The secrets of the League must not be whispered. I am here only in search of health.

Alec

(Laughing shyly)
Yassah! Yassah! On cose.
(Glancing nervously off as Dr. Cameron approaches)
Des wanter axe yer 'bout dat nigger tryin' ter vote 'gin his color.
(Showing scars on wrist)
Doan yer want ter see dem scars agin, sah - de scars ole Marster's lash gimme?

Dr. Cameron

(Heard off)
Tell Jacmson to send up those drugs right away.
(Taking bag from man)

Stoneman

(Looking at Alec's arm)
My God! My God!

(Alec goes up R C)

(Dr. Cameron enters, carrying his physician's bag, places it on porch)

Dr. Cameron

(To Stoneman)
Good evening, Mr. Stoneman.

Stoneman

(Laughingly)
You Southerners will say evening when it's only the afternoon, Dr. Cameron.

Cameron

Yes, a habit - as yours is to disobey your physician. You should rest.

Stoneman

I'm much better, thank you. I'll stroll toward the polls and watch the progress of the election.

(Banjo heard off R)

Cameron

If you were a Southern man, I'd say don't - avoid excitement. Even a good Yankee may see things today for which he will blush by and by.

Stoneman

(Laughs nervously)
I''LL risk it.

(Exits by Road to R. Followed by Alec)

(The negroes follow Stoneman toward the polls, and Dr. Cameron goes to door and calls)

Cameron

Baby! Flora! F-l-o-r-a!

(Flora enters running from R sees Dr. Cameron, brushes her clothes and hides in arbor)

Flora

(Behind arbor)
Ooop-es. Hear me.

Cameron

(Comes forward, searching, discovers Flora)
Where have you been?

Flora

(Laughing)
No where.

Cameron

You were climbing down the cliff to that spring again.

Flora

No, sir-ree-bob. Papa, where you been - what's in that bag?
(Crossing L to porch)

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Cameron

Something Colonel Hardy sent you.

Flora

Oranges.

Cameron

Wait - I'll peel it for you.
(Sits, with Flora on his knee)

F;ora

(Poutingly)
Why did Brother Bennie tell me to stay close to the house to-day?

Cameron

On account of this election.

Flora

Who's afraid of an election?

Cameron

There was never one like this -

Flora

What are they going to do they never did before?

Cameron

I'll tell you baby - they are going to try to make water run up hill, turn black into white, an animal into a king, with a little scrap of paper, called a ballot. The negroes are crazy to-day.

Flora

What made 'em crazy?

Cameron

Some wild yankees up North.

Flora

But Mr. Stoneman's a Yankee - and I like him. And Miss Elsie's a Yankee - and I love her. She saved Brother Bennie's life in the hospital, and he lover her, too. I've been watching him.

(Stop banjo)

Cameron

Yes dear, there are good Yankees and wild ones - but you don't understand.

Flora
(Jumping from his knee)
Oh, let me go down to the spring.

Cameron
(Holding Flora by the hand)
So, you were climbing down that cliff to the spring?

Flora
Yes. P-l-e-a-s-e!
(Quickly)
I'll tell you what I'm doing -- I got a ground squirrel down there that can put my whole pocket full of peanuts in his jaws at once - and they stick out just like this --
(Puffing out her cheeks)
O, he's the funniest thing you ever saw. Please let me go back.

Cameron
No dear- stay close with Mammy today.

Flora
(Rueful countenance)
Oh -- dear me.

Cameron
Listen, Flora. We are very poor - we have had to turn our home into a boarding house. But when I hold you in my arms I fegget ruin and poverty - I'm worth millions.
(Kisses Flora)

(enter Nellie R I E)

Nellie
How do everybody. How sweet you're looking, Flora.

Flora
(Slipping out of her father's arms - runs to Nellie)
Nellie, Nellie!

Nellie
Good evening.
(Kisses Flora)
Good evening, Doctor.

Cameron
Good evening, my little beauty.

Nellie

Little ! why, doctorm I'm quite grown now - you forget .
(Crossing to L.)
Is Miss Elsie at home?

Cameron

She's in the house. Flora, go and find her.

Flora

She ain't there - she's gone to the woods with Helen to gather ferns and wild flowers.
(Locks off R)
Oh, here they come across the field now. Miss Elsie, Miss Elsie!
(Runs off R - calling)

Cameron

By the way, Miss Nellie, have you seen the Eagle?

Nellie

No, doctor, I haven't.

Cameron

It contains a fine account of Ben's maiden speech before a jury.
(Gives Nellie the paper)
(SHE sits over at L.)
If you'll excuse me, I'll go to the poles and bote.
I've been so pressed with business that I haven't had time.
(Exits to R)

Flora

(Coming bacl from R. Sotto voice)
Nellie, Nellie - Nellie! Don't you think Miss Elsie's sweet? Do you wonder brother Bennie took so long to get well in that hospital - with her to nurse him?

Nellie

(Repressing her emotion)
No, dear, I don't.

Flora

(Looks off R)
Oh, there comes Brother Bennie -
(Runs to meet Ben)
Brother Bennie, Brother Bennie.

Nellie

(Rising)
With her to nurse him.

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Elsie

(Off stage)
Don't touch that weed, Helen. Look out for your dress.

(enter Helen and Elsie from R)

Nellie

(To Elsie)
Good afternoon.

Helen

How are you, Nellie?

Elsie

O, look at this golden rod. Isn't it gorgeous?

Helen

(Over at tree)
Elsie's falling in love with everything down South - including one of the boys.

Elsie

Helen! If you don't behave, I'll send you back North where you belong.

Helen

It's true you know, it's true.

Elsie

How dare you insinuate such a thing.

Helen

I didn't insinuate - I said it.

Mail Man

(entering R U)
Mail!

All

(Speaking at once)
O, here's the mail man.

(All crowd around mailman)

Mail Man

Ladies! ladies! Miss Helen Lowell.

Helen

(Takes letter from M. Man)
Thanks.

Elsie

Is there anything for me?

Mail man

No, but a lot for your father.
(Gives mail to Elsie)
Good ladies.
(To Eve - who enters)
One for Dr. Cameron. Wil you give it to him, Aunt Eve?
(Gives package to Eve. Exit L.)

(Helen sits on steps over at L.)

Eve

(Coming down to C)
Howdy, Miss Nellie.

Nellie

Howdy, Aunt Eve.

Eve

I got rheumatics in my knee. Lord ble s you, honey, you're looking so swell. Now just look dar -- dat lazy rascal leave dat barrow full of leaves right heah in fron of the door.
()Calling)
Nelse - Nelse!
(Exi ta with wheel barrow at back of house)

Elsie

(To Elsie R - at tree)
I am so disappointed in not hearing from my friend)

Nellie

So am I - that's the only reason I came over, to see if we should hold that room for your friend, Mrs. Caldwell.

Elsie

(Sitting on bench at tree)
I shall surely hear in a day or two.

Nellie

Can't you hurry them up. To tell the honest truth we're so poverty poor and I'm so tired of this old dress. I've been dreaming of a new one ever since you told us. This was made out of a window curtain.
(Laughs lightly)

Helen

(From steps of house)
Nellie, have you seen the Eagle?

Nellie

Yes, I have it here.

Elsie

What is it?

Nellie

(To Elsie)
Fine account of Ben's maiden speech.
(Gives paper to Elsie)
You met him in Washington, didn't you?

Elsie

(Looking at paper)
Yes.

Nellie

(Gazing intently at Elsie L of tree)
Didn't he make love to you?

Elsie

Why -- does he make love to every girl he meets?

Nellie

You're so pretty, he couldn't help it.

Elsie

Then I'm sure he has made love to you.

Nellie

(Ingenuously)
I confess he did make a little girl's hear ache wheh he ran away to the war, kissed her and then forgot about it - and never guessed what he had really done - but then he met you.
(Elsie turns away)
Ah, we know how tenderly you nursed him in that big hospital up North among his enemies , and how you drew him back from the brink of the grave into life again.

Elsie

(Rising goes to R)
(With depreciating gesture)
No -- no!

SET No 4
OFFICE OF
ALICE KAUSER
1402 BROADWAY,
NEW YORK.

Nellie

Oh yes - we all know - Ben Cameron is our hero. Everybody in Piedmont loves you for saving his life. I shall always love you for it.
(Turning away with deep emotion)

Elsie

(Turning to Nellie)
Why Nellie!

Nellie

(Choking back emotion; and suddenly)
Oh, how I've talked. I must hurry -- Mamma will be worrying.
(Up C)
Goodbye - I hope your father is better.

Elsie

Thank you, he is much better, Nellie.
(Going to Nellie - deeply responding in tenderness to Nellie's spirit)

(Elsie and Nellie shake hands - Elsie goes R)

Nellie

(At gate)
Elsie! He's coming - Ben!

(Enter Ben from R 3 on horseback with Flora seated behind - followed by Nelse)

Ben

(C)
Nelse, help your young mistress down.
(Dismount, after Nelse has assisted Flora down)
(Nelse leads horse off)
(Cheerily to Nellie)
Hello, Nellie! And how is my Southern rose today.
(Taking Nellie's hand, looking into her face)
Why, the roses have faded. What is the matter?

Nellie

(Brightly)
Not a thing, Ben - nothing.

(Exit R U E)

(Helen exits into kitchen)

Ben

(Looking after Nellie as she goes - turn to Flora)
Take my books and papa's case in, Flora.

(Flora exits into house)

(Ben comes down to C)

Elsie

(Bo of tree - to Ben)
Have you seen my father?

Ben

I was - looking for my father.

Elsie

Two orphans alone --

Ben

Should we console one another?

Elsie

Across the chasm -- on election day?

Ben

We'll fill the chasm with ferns and goldenrod, and if we can't fill it, is there any chasm so deep that young hearts may not leap it?

Elsie

The gulf between a Puritan conscience and a Cavalier's is very deep. Your father was but yesterday a slaveholder.

Ben

(Laughingly)
Yes -- your grandfather sold our slaves to us dat before yesterday!

Elsie

(Turning to R - sarcastically)
You are bri ging the chasm with most entertaining facts.

Ben

(Good humoredly)
You started it.

Elsie

(Smiling drily)
Have I been sufficnently punished?
(Sits R of tree)

Ben

(At tree - leaning against it)
Not wuite. I've a little quarrelmof my own to pick with you.

Elsie

We seem to quarrel by choice.

Ben

(Standing at L of Elsie)
A hopeful sign. You allow that negro Lynch, the candidate for Lieutenant Governor to talk with you as a social equal.

Elsie

Why, Lynch is my father's protege. He sent him to college - started him in life - he has been a guest at our home up North - scores of times.

Ben

(Fiercely)
And I could choke your father for such folly.

Elsie

(Lightly)
Your prejudice is too silly --

Ben

Yet beneath this prejudice lie the deep issues of racial life and death.

Elsie

H'm! Well, now if you've quite done lecturing <u>me</u> - <u>I've</u> a little quarrel with <u>you</u>.

Ben

(Sitting beside Elsie - laughing with boyish glee)
Good! That's encouraging.

Elsie

It's no laughing matter.

Ben

O-o-h!
(Feigning extreme gravity)
Well, I'm ready. Wherein have I failed?

Elsie

In your Cavalier habits -

Ben

Cavalier fiddlesticks.

Elsie

And you do drink sometimes. There!

Ben

(Pauses - smiles - theh leaning over Elsie)
Shall I confess to you that I am close kin to a devil and -- an angel, and I but wait the hand of a woman to lead me into the ways of peace and life.

Elsie

(Dreamily and tenderly)
What a charming speech for a puritan girl's ears. After all, every woman is at heart a reformer. Your art is very subtle.
(Rising - crossing to L C)

Ben

(Rising - goes up C)
Art! I have no art. Do you remember the morning I came to my senses in that big hospital and lay there looking, looking at you - the first Yankee girl I had ever seen - do you recall what I said.

Elsie

(Going to chair L.)
I'll never forget the first thing you said.

Ben

What?

Elsie

You said very slowly "Is this me, or is it not me, or has a cannon shot me, or has the Devil got me!"

Ben

No, no! I beg your pardon, I didn't say devil.

Elsie

Yes you did.

Ben

I said angel.

Elsie

You said devil.

Ben

That was before I came to my senses.

Elsie

Oh!

Ben

I said something else to you --

Elsie

Yes, something very silly -
(Sitting in chair L. Ben at back of chair)

Ben

(At back of Elsie's chair)
Something very serious - I said and angel was bending over me - and it was true, for when I woke and looked into your gentele eyes, I forgot the shriek of the shell, the ro ar of guns, the rebel yell - I could see only your face, hear only your voice - Elsie, my own, I love you.
(Going L of Elsie - kneeling)
Tell me that you love me.

Elsie

(Leans tenderly towards Ben - pause - then rises quickly)
You must forst win my father. Our lives are very close - I shall never love or wed without his blessing. You must win him.

(During this conversation, Stoneman and Lynch appear in close conversation from R U E.)
(Seeing the lovers, Stoneman comes forward, scrutinizing them sharply)

Ben

(Quickly taking Elsie's hand)
I'll see him at once.
(Turn and see Stoneman, step back embarrassed -lift hat)
A fine day, sir.

Stoneman

(C)
An auspicious day.

(Ben goes up to L.)

Elsie

(Graciously greets Lynch - crosses to Stoneman)
You've been down town - and you promised me to rest all day.

Stoneman

And so I have, my dear. I met Mr. Lynch by chance.
(Crosses to R with Elsie)

(Lynch during this scene, keeps his eyes covertly but passionately fixed on Elsie)

Ben

(Crossing to L C - to Stoneman)
I must go to the polls and vote. May I see you, sir, on a matter of importance when I return?

Stoneman

(Up L at tree)
With pleasure - I have something of importance to say to you.

Ben

Then I will be back in a few minutes.
(Bowing to Elsie and Stoneman - purposely ignoring Lynch - exit by gate to R)

Elsie

(To Stoneman)
There's your mail, father. You may sit under the tree and read it and when you have finished, you must come in and rest.

Stoneman

When I've had a word with Mr. Lynch.
(Stroking her hand affectionately)

Elsie

(Going to L.)
Don't be long. I'll arrange your cushions.
(Exits into house)

Lynch

(Coming down to Stoneman)
You were speaking of the necessity for a white southern leader - - - -

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Stoneman

I have in mind the man.

Lynch

(Eagerly)
Who, sir?

Stoneman

Young Cameron -
(Lynch shivers, as tho' from an icy blast, invàlumtarily glancing in direction Ben went)
What do you think of him?

Lynch

A powerful man. But will Ben Cameron take the oath of the Black League?

Stoneman

(Crossing to seat at tree - sits)
Leave him to me. Have you posted the proclamation of the Commanding General on the intermarriage of blacks and whites?

Lynch

Not yet -

Stoneman

(Sternly)
Why have you failed?

Lynch

The marriage of blacks to whites is a dangerous subject in the south, sir.

Stoneman

For that reason the most important order I gave you. Do it immediately.

Lynch

Had we not better wait the news of the election?

Stoneman

Not a minute! Let these people know when they hear your shouts of victory tonight, that a new era has dawned - the reign of equality on every inch of our soil - absolute equality.

Lynch

(Producing the paper),
The posting of this proclamation today will be a daring act.

Stoneman

(Snorting with contempt - rising)
Come, lift up your head. Have I showed you the pathway to the stars for nothing? Stand erect in the presence of every white man. God Almighty can do nothing for a coward.

Lynch

You must remember sir, that this proclamation of a military commander dares to repeal laws these people hold more sacred than life.

nStoneman

Give it to me. I'll post it up.
(Takes paper - looks about for convenient place to post)

Lynch

(With sudden gleam of joy - cunningly)
The bulletin board - of the Cameron House!

Stoneman

(Crosses to house)
Ah, just there! Where it will meet all eyes.
(Affixes paper to the hooks on the board)
(Turning to Lynch)
Hold up your head, I say. The world is yours - take it. Beat this into your black people. The army will protect you until the State is under your control.

Lynch

(Fervently grasping Stoneman's hand)
Thank God for one such white man. He is the prophecy of more to come.

Stoneman

Come into my room.
(Moving toward house)
You should be present when I talk with Ben Cameron.

Lynch

(At C - holding back - hesitaing)
Do you think - I had better venture into the Cameron house, sir?

Stoneman

(Turning to Lynch)
Why not? This is a public inn - come.
(Exit into house)

(As Lynch is following, Nelse enters from house suddenly confronts Lynch)

Nelse

(Grasping Lynch)
Wait er minute.
(Pushing Lynch back)
You get back dar, stan' by de door, an' take yo' hat off while you'se waitin'.

Lynch

(Angrily)
Let me pass!

Nelse

(In menacing tone)
Why, you big buck nigger. I see yer gwine in de front do' er de Cameron House.
(Snatches off Lynch's hat and puts it in his hand)
Dat's de way.

Stoneman

(Returning - in door of house)
How dare you interfere with a gentleman who is my giest.

Nelse

(Bowing low)
A gemmen! Dat's nothin' but a nigger.

Stoneman

(Taking Lynch by the arm)
Stand out of his way. Come in, Mr. Lynch.

(Stoneman and Lynch exit into house. Lynch puts his hat on again)

Nelse
Well, befo' Gawd. Did yer ebber see de beat er dat? A big buck nigger gwine in de parlour of de Cammun House.
(Laughs)
What's dis worl' er comin' to. What's dis worl' er comin' to.

(FLORA enters from House)

Eve

(Inside)
Nelse!

Nelse

(Calling)
Hear me, honey.

Flora

(To Nelse)
What makes you so afraid of mammy, Nelse?

(E's R. Sits at tree)
(Tauntingly)
If I were a man I wouldn't be scared of my wife!

Nelse

Who say I'se skeered. Lawd, honey, I ain't skeered er no nigger. I been ter de war wid my young marsters. I fit thro' de whole war - skeered - who, me? Skeered er who?

(During this speech, EVE enters and stands arms akimbo)
(eyeing Nelse with rage)

Eve

(To Nelse)
What yer doin'?

Nelse

(Stops with a jerk)
Lawd! Eve! Honey, I wuz des foolin''.
(Laughs with hollow fear)
Chile, I know you wuz dare all de time.
(Starts toward Eve)
You know I lub you.

(Flora goes up C- laughing)

Eve

Yas, you lub me. You big black lazy rascal. You leave me ter cut de wood.

Nelse

But, Eve honey, I gotter go vote.

Eve

Gwine ter vote is ye?

(Coming closer; in low voice)
Who you gwine ter vote wid. Ef ye vote ergin de niggers, dem Black Leaguers will kill ye. Ef ye vote ergin my ole marster, den I kill ye.
(Advances on Nelse, who circles round tree)
Niggers votin'. Doan dat beat de debbil. I doan wanter lose you, I needs you - de wood yard. Git.

Flora

(Interposing between them)
Don't mammy.

Eve

(R C)
He got ter cut dat xxx wood.

Nelse

~~(R C)~~
(Bristling up)
Look here, 'oman, you know what you'se doin'?

Eve

(R C)
Pintin' de way er salvation ter er lost sinner! de wood yard.

Nelse

(Flourishing his ballot at Eve)
I warns ye now - 'oman - dey's guns back er dat votin' paper. I'se a free man tryin' ter vote. You'se gettin' on dangerous ground.

Eve

(Srarting for Nelse)
Yer de man dat's in danger.

Nelse

I bib yer fair warnin' - I'se yo' equal 'oman.

Eve

What makes you my equal?

Nelse

Dis votin' paper. It's conjured I tell ye.

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Eve

What? I ain't skeered er no scrap er paper.
(Snatches paper out of his hand, throws it in his face, and as Nelse retreats into house, she continues to threaten)
Take mor'n dat ter make yer my equal.
(As Nelse disappears, shout)
Come outen dat wood yard now till dat wood's cut an' we'll see whose my equal.

Flora

(At seat near tree)
Mammy, you do treat Nelse so bad.

Eve

Des projeckin' wid him!

Flora

Don't you love him, Mammy?

Eve

(Laughing)
Well, I doan set up late nights worrin' 'bout him no more. But xI tell you who I do lub.

Flora

Who?
(Running into Eve's arms and kissing her)

Eve

Mammy's darlin'. Dat's who?

Flora

You love Miss Elsie too, don't you?

Eve

(Going R to tree)
Mammy lubs dem dat lubs her. Dat's er powful purty Yankee lady. De day she come, I try ter slip my arm aroun' her an' pat her on dat shinin' hair - an' bless God, she jump away frum me des lak I wuz er toad. Dem Yankee folks talks mighty fine honey, but I'm skeered dey doan lub niggers. Mammy's baby's de purtiest of 'em all.

(Shouts heard off R)

(Voices in dances rises as in anger, altercation and presently hte orders of military officers faintly heard)

(Eve gathers Flora in her arms, as noise grows louder)

Flora

(Looking in direction of noise)
What is it, Mammy?

Eve

Dem Black Leaguers - must be - mamin' trouble.

(Enter Gus and Alec R U)
(Lynch enters hurriedly, from house at same time)

(Eve conveys her distrust of the negroes by hurrying Flora into house)

Lynch

(To Alec and Gus)
What is it?

Gus

De whole white men try ter vote, an' de niggers 'restin' dem.

Lynch

(Up to gateway - To Alec)
You - you've closed the polls?

Alec

Yassah, I close 'em.

Gus

An' didn't dem white trash howl.

Lynch

All our people had voted?

Alec

(Chuckling)
Yassah. De culled man gittin' on top.

Gus

Yas Lawd. An' we keep on top, chile.
(Feels his muscles exultantly)

Lynch
(Putting arms about both negroes)
If we stand together black shoulder to black shoulder, every day in the year, Will we do it?

Gus
Yassah.

Alec
Dat we will.
(To Lynch)
What ye gwine ter gimme atter dis legislature job.

Gus
(To Lynch)
What yer give me?

Lynch
(Patting Gus on shoulder)
You, my boy, will command a company of troops.

Gus
I'se yer man.

Alec
And what yer goin' to give me.

Lynch
(To Alec)
You'll be the next high Sheriff of this county - with the right to summon the posse comitatus and search any house.

Alec
Smoke houses and hen houses?

Lynch
Yes and stores and banks. And the fairest houses where the fairest of the fair dwell.

Gus
We show 'em we're free. We show 'em what we can do, pardner. Des whit.

Lynch
(Turning to Alec and Gus with both hands extended)
You'll stand by me through thick and thin?

Alec & Gus
(Shaking Lynch's hand)
Dat we will.

Lynch

When we win this election tonight, the white man's day is done. Wait till we're in the saddle and feel our feet in the stirrup.
(Going up C to gateway.)

Alec

Lawd! Dat's er educated nigger - dat is.

Lynch

I'm going to get the first reports from headquarters.
(Turns in the road)
Don't forget there's a meeting of the league at my house to-night -- after the fun outside is over.
(Gives the league sign - the others respond)
(Exit to R)

Gus

He's de general.

Alec

He show us how ter git de good tings - dey er comin', chile.

Gus

Yas Lawd. Yas things are comin' our way sho'.
(Craftily)
I got somefin' ter ask him 'bout.

Alec

(Examining his stake)
I drive dese stakes on dat forty acres er bottom lan' in de bend er de creek on ole Marster's plantation -
(King to L.)

Gus

Old Marse Richard's lan'. Oh, Lawdy!
(Laughing, cross to L.)

Alec

Yassah, I spike 'em down. Ain't I done tole ye, nigger dat de good book say - "De Lawd moves in a mischievous way, his blunders to perform." Yassah, I spike 'em down.
(Sits over at L.)

(Enter Dr. Cameron hurriedly)
(Enter Nelse from house)

Dr. Cameron
(Indignantly - to Alec)
Alec, did you give that order to close the polls, with hundreds of white men in line?

Alec
(Defiantly)
Yassah. I'se de poll holder, sah.

Dr. Cameron
This will bring you trouble.

Alec
(Rising)
De Guberment stand' by me, sah.

DrL Cameron
Who stood by you when you needed help? Have you forgotten those scars on your arms?
(Touching his arm)

Nelse
(Coming down)
Marse Richard - lemme hit 'im.

Dr. Cameron
(Waving Nelse back)
You've started on a dangerous road today , my man.

Alec
(Sullenly)
I take care myself, sah.
(Suddenly producing deed)
I got ter tell yer, Dr. Cameron, youbgit offen my lan'.

Dr. Cameron
(With shock of astonishment, wheeling about)
What?

Alec
Dars de Guberment deed for dat forty acres down in de bend er de creek.

Nelse
(Threatening)
Oh, oh! Lemme hit 'im - des once.

Dr. Cameron

(Having checked Nelse and taken paper from Alec, smiles)
Do you know what's on this paper?

Alec

Cose I does. De deed ter my forty acres er lan'.

Dr. Cameron

I'll read it to you.
(Reading)
"As Moses lifted up the brazen serpent in the wilderness for the enlightenment of those who loved darkness, even so have I lifted ten dollars out of this benighted nigger. Selah!"

Nelse

(Roaring with laughter)
Dar now. Dar now.

Alec

(Taking paper with anger from Dr. Cameron, starts off, shaking fist at the doctor)
You can't fool me, sah. I knows what's on dat paper, and I got de sticks right heah fur ter prove it.
(Shows stakes)
Better friends den you is tole me. You git offen' my lan'., sah. You heah de news fum dis 'lection purty quick. Des git offen my lan'.
(Exit R.)

Nelse

(To Aleck)
You better open dem polls purty quick, so's I kin vote, or me an' my ole 'man git atter you, sah.
(Exit following Alec, making fun of him as he goes off)

Dr. Cameron

(At chair)
(Crowd off R singing "John Brown")
God save the state.
(Cameron shakes his head - turns down to R).

(Enter Ben from R- running)

Ben

(To Dr. Cameron in greatvexcitement)
Have you heard the news, sir?
(Enthisiastic negroes shouting hurrahinh, drinking, cross ny roadway from R to L.)
Dr. Cameron nods head affirmatively)
I could clean out that crowd in five minutes, and re-open the polls.

Dr. Cameron
(Placing hand on Ben's arm)
We've had enough blood shed. Patience. The whole state cannot be lost.

Ben
But if they carry the state, sir? What protection have our homes?

Dr. Cameron

(Seated)
Your white military company could whip a thousand negroes.

Ben
(Xing to tree)
If they'll face us. But this secret Black League at night. Every begro is grinning and whispering its ~~ingns~~ signs and passwords. You can't fight such forces in the open.
(Shouts - cheers - heard off)
We've got to fight the devil with fire, sir, and organize in secret as they've done in Tennessee.

Dr. Cameron

(Startled)
You mean --?

Ben

(In hoarse whisper, after glancing around)
The Ku-Klux-Klan!

Dr. Cameron
(Rising putting hand over Ben's mouth)
Sh-sh!
(Xing to C gripping Ben's arm with apprehensive look)
(around)
My boy, a secret order of Southern men spells treason - the end and exile, imprisonment, death!
(Impressively laying hand on Ben's shoulder)
Promise me never to lift your hand in violence - without my advice. We are the last of our tribe - the rest sleep in unmarked graves. We must stand close, my boy, you and I.

Ben
We'oll stand together, sir.
(Pressing Cameron's arm, turn toward house, stops, turns back to C L.)
I am going to ask Mr. Stoneman for his daughter's hand.

Dr. Cameron
Good luck my boy - she's a noble girl.

Ben

I fear her father is more than an abolitionist.

Dr. Cameron

(Startled)
What do you mean?

Ben

I believe he is a leader of the Black League.

Dr. Cameron

(R) Is it possible? Sh !

(Enter Stoneman from house)

Stoneman

(To Ben)
Ah! I've been expecting you.

Ben

I was on my way to meet you, sir.

Dr. Cameron

The air of Piedmont agrees with you, Mr. Stoneman. You are improving.

Stoneman

(Sitting in chair L.)
My mind's at ease -- our cause will triumph to-day.

Dr. Cameron

Your cause?

Stoneman

Yes, I have concealed it from you, but I am unofficially at the head of the great League whose purpose is to reunite the Nation.

(Dr. Cameron and Ben exchange looks. Dr. Cameron goes off L U E)

(To Ben)
Young man, straight to the point. We need in South Carolina a men of genius to lead in the work of uniting the Nation - all eyes have turned to you. Throw yourself into this hattle and a great career opens before you. I'll back you with every dollar and all the power I possess.

Ben

(Quietly but with intense pride)
Are you asking me to turn traitor to my own people?

Stoneman

I ask you to lead them. The war is over. Turn your face to the sunrise. You can do the South, the nation, and Humanity a great service. The negro will sweep the whole South today.

Ben

(Xing up L in front of chair)
Impossible!
(Xing back to house - lower end)

Stoneman

(C) It's as fixed as fate. You must lead the negroes or be crushed by them. Come, let us be friends --
(Offers hand to Ben)

Ben

By all means!
(Stoneman and Ben shake hands)

Stoneman

Then forget the past and lift your eyes to the larger Nation and its future.

Ben

Accepting social equality with the negro.

Stoneman

Accepting Democracy as the destiny of the world.

Ben

And in the end permit the negro to meet our mothers and our sisters as social equals. Never, sir, so help me God! And you do not dream how much it costs me just now to say this to you -
(Turns away, shaken by emotion, but firm of purpose)

Stoneman

(Crossing to Ben)
One word -

Ben

(Turning to Stoneman)
Well, sir?

Stoneman

Can't you understand me?

(Pause- averting his face)
I've guessed your secret - I know you love my daughter.

Ben

(Staggered)
You -- knew?

Stoneman

Come, my boy - I like you.
(Extends his hand)

Ben

(Rise, go to Stoneman, seizing his hand)
Thank you, sir.

Stoneman

Yes, yes, I've been watching. Had I not liked you - well, you would have heard from me. Elsie is the apple of my eye - her happiness is dearer to me than life.

Ben

And no less dear to me, sir.

Stoneman

Then prove yourself worthy of her. Shake off your silly prejudices - lift your head into the big world beyond your state line.

Ben

I hope to be worthy of your daughter, sir -- but God Almighty never meant a negro to rule a white man.

Stoneman

A majority rules. You are the born leader of the negro. Will you surrender the leadership to strangers for a mere foll's whim? Suppose these black ballots today have already crushed you beneath an avalanche - what then? Come, come, have common sense. What then?
(Shout heard off - followed by boom of a cannon)
The news! We'll know who wins.

(Lynch enters - followed by Gud, Alec, Nelse and other negroes, flourishing a telegram)
(Eve and Flora enter from House)

(Dr. Cameron enters from House)

(Dr. Cameron, Ben, Flora, Eve and Et Nelse go up stage and separate from the group)

Lynch

(Hand telegram to Stoneman)
Read it, sir.

Stoneman

(Read telegram)
"Columbia, S. C. Six P. M." The returns indicate the election of William Pitt Shrimp for Governor and Silas Lynch --
(Points to Lynch)
for Lieutenant Governor, by one hundred thousand majority.

(Shouts and cheers from crowd)

(Lynch lifts himself with pride)

Lynch

(Turning to crowd)
And listen my men, the legislature will be composed of twenty-two white men and one hundred and one negroes.
(Shouts and cheers)
Once more. And when you cheer, cry within your souls - Hosannah to the Lord God Almighty for Emancipation.
(Cheers)

Stoneman

(Shaking Lynch's hand)
My congratulations.

Ben

(To Dr. Cameron)
We are beaten, sir.

Dr. Cameron

My God! My God!
(Ben turns away downcast)
(Enter Elsie from house)

Stoneman

(Place hand on Ben's shoulder)
The right decision now my boy, turns your defeat into victory.

Elsie

(Running to Stoneman - get R of him)
You have agreed.

Stoneman

Agreed! Of course - he is a man of sense.

Elsie

(Xing over to tree)
How glad I am.

Stoneman

(To Ben)
We must have a conference at once - let us go inside.

Ben

(Hesitates, looks at Elsie and then quickly)
I'll hear your views, of course.
(Turn to Cameron and both start in)

Stoneman

Good!
(To Lynch)
Come, we will agree.

(Dr. Cameron turns, stops and reads the bulletin ~~in~~ while Ben tirns and confronts Lynch, who starts with Stoneman toward the House)

Ben

(To Lynch)
And where are you going?

Lynch

Into this conference --

Ben

You - !

Lynch

(With prade and veiled threat)
It will be worth your while to cultivate the acquaintance of the Lieutenant Governor of South Carolina.

Stoneman

(Turning to Ben)
I asked him to come to my room for our meeting.

Ben

(L C) A negro a guest in the Cameron House --

Stoneman

Certainly.

Ben

Sure;y you must know that such a thing is impossible.

Stoneman

(Warningly)
There's a crisis in every man's life - when folly is a crime. Your prejudice is too absurd.

Ben

The subject is not open to discussion in this state, sir.

Cameron

(Finishes reading paper on board - turns and seizes Ben's arm and drags him to the bulletin board)
Look at this !

Lynch

(To Stoneman)
Our leader seems to halt.

Stoneman

(R C)
He'll come to his senses.

Ben

(Furiously to Lynch)
Who dared post that document in front of this house?

Stoneman

(Interposing defiantly)
I did it, sir.

Ben

You --?
(Turning to Elsie, who approaches)
post this imfamous proclamation, promising bayonets to enforce the marriage of blacks to whites. You, the father of a beautiful daughter?

Stoneman

It is the law - an official order of the Commanding Heneral in Charleston.

Ben

So --

(Crossing to house - tear down the poster)
- this is your equality and democracy!

Lynch

(To Stoneman)
That act is a crime. He should pay its penalty.

Elsie

(Appealing to Stoneman)
Father dear, I beg of you --

Stoneman

(To Ben, and shaking off Elsie)
You have insulted the majesty of the Nation's law. There's yet time for retreat. Post that proclamation up again!

Ben

(Tears poster into bits and throws it in Lynch's face - who shoots at him a look of mortal hatred)
I'll see you in hell first!

C U R T A I N

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ALICE KAUSER
1402 BROADWAY,
NEW YORK.

;-: THE CLANSMAN :-:

ACT II.

A C T I I.

THE SLAVE IN THE MASTER'S HALL.

SCENE:- Parlor of the Cameron House, the day of its sale for taxes, six months later.

Curtain rises on Cameron, standing dejected, looking out of window L.)

Nellie in door. Helen playing "Home Sweet Home" on piano.

Lights full throughout.

Nellie

(At door)
Are you listening, Doctor?

Dr. Cameron.

(At doorway)
"Home Sweet Home" -- When the Sheriff of Ulster, old Alec, my former slave, may sell this house to-day for taxes.

Helen

(Rising from piano)
What! Sell your home for taxes?

Dr. Cameron

(Crossing over the fireplace)
Yes, but I hope to borrow themoney.

Gus

(Enter from C.)
Telegram for Miss Nellie Graham.

Nellie

(Take telegram - reads)
Elsie! She's coming - from Washington.

Helen

Good. I'll go and we'll meet her.

Dr. Cameron

(At fireplace - To Nellie)
And beg her for me to forget the past year of estrangement from Ben, and let us see her face again at the Cameron House.

Nellie

(R. C)
I'll try but she says she will stop with us.

(Exit Nellie and Helen C. R.)

Dr. Cameron
Perhaps they may not date to press me to the wall - old Alec is afraid --
(Crash and groan heard without, and the sound of retreating footsteps. Nelse enters by front door, carrying a large red Auctioneer's flag, marked "Auction Sale To-day", laughing over it, and meets Dr. Cameron)

Nelse
Well, sah, I captured de colors sho'.

Dr. Cameron
(At fireplace - with gesture of despair)
It's come at last.

Nelse
What regiment dat, Marse Richard?
(Holding up the flag)

Dr. Cameron
(Passionately)
The red flag of a regiment of tax thieves.
(Nelse throws flag on floor)
Did you strike the officer.

Nelse
(R. C. near table)
Twant no officer -- nuttin' but dat nigger Gus dress up lak er officer.

Dr. Cameron
He is an officer. Did you strike the officer.

Nelse
Na sah. He come stickin' dis flag up on the house. I ax 'im what he's doin' . He low dat de Cammun's say is done. An' des erbout dat time er stick er wood few up an' hit 'im in de head.

Dr. Cameron
Of course nobody had hold of that stick of wood.

Nelse
Na sah, 'cose not. But Marse Richard, 'fore Gawd, you otter see dat uniform carryin' dat nibber away - dem cote tails look lak wings.
(Laughs)

Dr. Cameron
(At fireplace, laughs - checks himself severely)
Nelse, you must not resist an officer of the law. ~~You'll~~ You'll get into trouble.

Nelse
(Eyeing him increduously)
Dat Nigger Gus! Doan you mind dat day you ketch 'im stealin' an' he lie 'bout it, an' you knock 'im down wid yo' eyes - jes' lookin' at 'im - an' den he tell de whole troof. What yo' call it - er - messenger - mirizen 'im.

Dr. Cameron
Mesmerized him - yes.

Nelse
I been er sassin' dat freedom's Buro man, too.
(Fumbling in pocket and drawing out letter)
What dat, Marse Richard?

Dr. Cameron
(Reading)
A notice from theFreedman's Bureau that you must get a license
(Crossing to table and sit at R .)
and be married again under the new laws, or cease to live with Eve as your wife.
(Returns paper to Nelse)

Nelse
(L. C.)
Ain't I married sho' muff?

DrL Cameron.
Yes, morally, but not legally.

Nelse
Could I marry nodder gal, ef I wanter?

Dr. Cameron
You might, if you were mean enough .

Nelse
(Laughing immoderately)
De Lawd, Marse Richard. Des sposen de angel Gabul blow his horn in de sky an' say, "All hands down the choos yer pardners ergin." -- doan you spec' dey be er powful commotion mongst de white folks, let alone niggers. De Laws er mussy, dat's sho is er Buro, dat is.

Dr. Cameron
Of course you'll marry Eve again?

Nelse

Yassah, 'cose, Marse Richard, she de bes' cook in dis county an' I couldn't git erlong widout 'er. But I gwine ter take 'er down er peg er two.

Dr. Cameron/

How?

Nelse

(Chuckling)
I git de license, put em in my pocket, an' den make out lak I ain't gwine ter marry her. We see who's fo' I hitch up ergin.

Dr. Cameron

(Rising and crossing up to C.)
Better mind, you you fool with Eve.

Nelse

(Huckling)
Na-sah, I won't resis' no mo' officers - dat sho' is er great Buro.
(Moving toward door R. 2)

Eve

(Outside L.)
Na-sah - I won't put it dar.

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Nelse

(At door)
Sh - sh'
(Exit R. 3)
(Eve enters with broom and duting cloth by door R. 2)
(Nelse re-appears, grins in dumb show cautions Dr. Cameron not to betray him.) (Exits R. 3)

Eve

Marse Richard, what dem fool niggers talkin' 'bout sellin' dis house? You ain't gwine ter let 'em sell our house?

Dr. Cameron

(Crossing to fireplace
Not if we can help it.

Eve

De Lawd! Sell dis house - whar you wuz born, whar Marse Ben an' all de boys dat's killed in de war, wuz born. Marse Richard, you don't mean dat.
(Breaks down crying)

Dr. Cameron
(Crossing up C. and R. - overcome with emotion)
The thought tears my soul. Where's Ben?

Eve
He's at de armory drillin' his company.

Dr. Cameron
I must see him.
(Exits R. U.)

Eve
(Sweeping vigorously)
What's de use er sweepin' ef dey gwine ter sell de house. Nme er Gawd what's dis worl' er comin' to. Dis yer nigger Gubment bustin' up de whole creation.
(Nelse's entrance interrupts Eve. He is spruced up in his best clothes)
(Nelse speaks off.)

Nelse
Thank you for dat license, Mr. Buro' man.
(Bowing politely to Eve)
Good mawnin' Miss Eve.

Eve
(With a sudden flash of eye-looks at Nelse)
What de matter wid you?

Nelse
Nuttin' tall. Jes drapped in ter pass de time er day.
(Bowing and smiling)

Eve
What ail you, you big black baboon.

Nelse
(Bowing again)
Des callin' on my many friends.

Eve
(Walking in front of him and staring into his face)
Ye want me ter bus' dis brrom stick ober yo' head?

Nelse
(Dodging out of her way)
Not dis mawin', mam.

Eve
Den, what ail you, nigger.

- - -

Nelse

De Buro man tell me dat de law done bus' up everything. He says I's young and handsome.

(Laughs)

- an' you'see er gitting' kinder ole an' fat -

(Eve sweeps violently during this speech)

- an' we ain't married anyhow. Dey gimme a paper dat low me ter marry de young Lady er my choice.

(Shows paper)

Dat sho' is er great Buro.'

Eve

(Turning to Nelse)

We ain't married?

Nelse

No-man.

Eve

Atter we stan' up dar an' say all dat de white folks say?

Nelse

No-man. I drap roun' ter see ye an' gib ye er chance wid ed odder gals 'fo' I steps off.

Eve

(Grunting - Turn to L.)

Uh!

Nelse

You member dat night I say sumfin' 'bout er gal I knowed once, an' you riz and pull er whole poun' er wool outen my head fo' I kin move.

Eve

(Grunting)

Uh!

Nelse

Min' dat time, man, dat you bus' de biscuit bode ober my head an' lan me wid de fire shovel - an' hit me in de burr er de year wid er flat iron as I wuz makin' fur de do'?

Eve

(With unction)

Yes, I min's dat sho'.

Nelse

Doan yer wish now dat you nebber done dem little things?

Eve

(Starts for him, with brrom - he goes R. of table)

You black debbil!

Nelse

(Chuckling - at R. of table)
Dat's hit. I'see er bad nigger fo' de war, an's I'se gittin' wuss and wuss.

Eve

(With contempt)
Yas!
(Eve crosses to fireplace)

Nelse

(Back of table)
Ah' fuddermo' marm, I doan lak de way yer been er talkin' ter me. Your voice needs smoothin' out - hit kinder takes de skin off same's er file. I lak ter heah er 'oman's voice soft an' low.
(Nelse starts toward the door - Eve starts toward him)
I des call mam, ter drap er little intment inter dem years er yourn, dat'll percolate tro' yo' min' an' when I calls ergin, I 'specs ter be welcom wid smiles.
(Crosses to R. 3.)

(Re-entering immediately - slips up behind Eve and puts his arm around her - - Eve throws his arm away with a sudden jerk)

Eve

What yer doin'.

Nelse

Salutin' de bride, honey.
(Hugs Eve)

Eve

(Fiercely)
yer grabbin' de wrong bride.

Nelse

I des been er foolin.

Eve

(Crosses to table)
yer been foolin' wid de wrong nigger.

Nelse

Lawd, honey, don't keep de bridegroom waitin'.
(Tries to embrace her)

Eve

(Savagely)
Take care!

Nelse

C'long chile an' quite yer projeckin'. De Buro man waitin' fer us, an' here's de license - I done pay two dollars fur 'em .

Eve

Takes two ter git married, dean it?

Nelse

Eve, honey.
(Tries to embrace her)

Eve

G'way fum me fo' I bus' you' head open.
(Starts for him - Then she goes off L.)
(Dr. Cameron enters from)

Dr. Cameron

(To Nelse)
I told you to mind how you fooled with Eve.

Nelse

(Scratching his head - Go up R.)
I spec' I'll hatter to cote her a little.

Dr. Cameron

There's many a slip twixt the cup and the lip.

Nelse

Yassah, but fo' Gwad, dat cup slip atter I done got my lips on it.
(Exit Nelse R. 3)

Eve

(Eve comes down - hurrying with her work and stopping to laugh with Dr. Cameron)
De low life rascal. Ain't dat des like er fool. I see how it feel ter be er sweetheart ergin myself.
(Exit L. I)
(Enter Ben from R/ 3. E.)

Ben

(R. C. with telegram which he shows to Dr. Cameron)
Governor Shrimp has wired asking for the parlor and every room in the Cameron House for himself and his staff - to-day. Will you receive fthe little scalawag?

Dr. Cameron

(Coming back oftable R. C.)
We will honor the office of Governor, if not the man. But what brings him here from the Capital.

Ben

Lieutanant Governor Lynich comes too, with a cavalary escort. It's as plain as day - Lyncg's scheme is to force the sale of this house.

Dr. Cameron

(Sitting L. of table)
It looks that way.

Ben

(Indignantly)
It is not enough to save one's home from the tax gathers, father. A great Scotch leader of the South is here to-day, his mission is to restore civilization. You know him - - General Forrest.
(Leaning over table on these words)

Dr. Cameron

Forrest! The great cavalry comander. A dangerous man!

Ben

A born leader of men. I was with him all last night and talked until dawn - - until my soul was on fire with enthusiasm for our ruined people. He is coming to-day - to see you!

Cameron

Why -- to see me?

Ben

For your heald in organizing in this State the Ku Klux Klan!

Cameron

(Rises - agitated)
My God!

Ben

(Rising)
He has asked me to become chief - in South Carolina.

Cameron

(Anxiously)
My boy, you have made him no promise?

Ben

Not yet.

Cameron

Thank God.
(Crosses up L.)
(Sargeant with soldiers, enter R. 3. and range themselves as guard at door and around room)

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Sargent
De extinguished Gubner of Souf Carolina.

Ben
(Crosses L.) (To Cameron)
I'll not meet the little scalawag.

Cameron
Nor do I care for the honor. Yelse, can show him to his room.
(Dr. Cameron and Ben go out by side door L.)

Sargent
Present arms! Carry arms!
(SHRIMP, a human insect - wearing a big silk hat and assuming great pomp, enters R. 3. The Sargent bows before him)
Any fudder orders fer de day fum yo' Excellency?

Shrimp
Presently. Strange! I find no one here to receive me. I wonder if this is an intentionaly slight on the part of those proud Camerons.
(Crosses to bell rope near L. - Rings)

Sargent
The Lootenant Gubner of Souf Calina. Present Arms! Carry.
(Lynch enters R. 3. Crosses C.)

Shrimp
(Greeting Lynch effusively and pompously)
You sent for me on important business?

Lynch
First dismiss your attendants.

Shrimp
(Turning to Guard)
I wish to be alone with Governor Lynch. Se that we are not disturbed.

Sargent
Right about - left about - Back face, forward march.
(Guard exits , with soldiers, R. 3. E.)

Shrimp
(Indicates chair at R. of table - Lynch sits R. You sit L. of table)
Now can the administration serve you?

Lynch
I wish a proclamation disarming the six white military companies in the State.

Shrimp
A dangerous move. We have an army of 80,000 loyal black men armed and drilled -- why provoke a half dozen companies of whites to violence.

Lynch
Their existence is a threat. I mean to buy this house at auction to-day, and issue a writ of ejectment immediately after the scale. I'm going to run the Cameron out of this country .

Shrimp
What are you up to?

Lynch
(Smiling)
A little secret, Governor -- I've set my heart on it!

Shrimp
(Shrewdly eyeing him)
Governor Lynch, what's your white girl's name?

Lynch
(Start led, turns - eyes Shrimp suspiciously, then laughs)
That is my secret, Governor.

Shrimp
you're a fool. I'll give you her name - it's white enough - her name is Death.

Lynch
(Rising)
I'll risk it, Governor. Will you do as I ask?

Shrimp
I don't like your program.
(Rises - with gusto)
I'm not going to disarm the whites.
(Strikes hand on table)

Lynch
(Advance, threateningly)
You say that to me!

Shrimp

(Bristling)
I do, sir. I'm the Governor of South Carolina, and I'm a white man. I'm little, but I'mm loud.

Lynch

Governor, you have a little dream of your own - to be the next United States Senator.

Shrimp

Yes --

Lynch

Well, I control the Legislature.

Shrimp

Yes? Yes?

Lynch

Write that proclmation and you're the next Senator.

Shrimp

I'll do it.
(Shakes hand with Lynch - Crosses R.)

Lynch

No half way measures, remember.

Shrimp

(Dubiously)
Suppose these Camerons show fight?

Lynch

All the better -- order their arrest.

Shrimp

Arrest them. I don't see how.

Lynch

Provoke them to violence.

Shrimp

Violence?

Lynch

Yes, taunt them, say that you're going to make these proud aristocrats bite the dust.

Shrimp

All right - stand by me. I'll do it.
(Cross up K.)

Eve

(Enters from L.)
Anybody ring?

Shrimp

I did.

Eve

Who's you?

Shrimp

The Governor of South Carolina.

Eve

De Gubner - Souf Calina.
(Laughs)
We, if ye is de Gubner of Souf Calina - dey's a room fer you .

Shrimp

Very well.
(Calls)
Sargent!
(Sargent enters, with two men)
Station your men at my door and see that we are not disturbed.
(To Lynch)
You will come with me?

Lynch

The auctioneer is waiting outside. I'll be with you in a moment.
(Shrimp exits L. Sergant gives order to men and exit after Shrimp. Eve follows after the Sergent and the men)

Lynch

(Becoknsoff to Gus, who enters from R. AT door R.E.)
Call the sale.
(Cross over to L.)

Gus

(Calling off)
Hi dar! Call de auctioneer.
(Crosses to Lynch L.)
You gwine ter let me 'rest my ole marster lak ye promised me.

Lynch

They say you're afraid of him.

Gus
(Bristling and strutting about)
It's a lie.
(Grips his muscles exultantly)

Lynch
Send a Lieutenant. I'm told that Dr. Cameron has a strange power over you -- that he can knock you down with his eyeL

Gus
We didn't do dat but once - I wuz er slave den - I'se er cunger man myself now? Des try me.

Lynch
Very well . I'll send you.
(Exits L. C.)

Gus
(Calls)
Come on, boys. The sale is on.
(ALEC, with Auctioneer and crowd enter R. The Auctioneer, raises his flag. Alec assumed great importance. Cameron and Flora enter L. I.xand cross R. to fireplace. Wellie enters from R. crosses to fireplace. Ben enters from ~~R.xxxx

Alec

Ef nobody ain't gwine ter bid I buys dis house myself De Sheriff otter hab de bigge's house in de county. Ain't I de Sheriff? yessah. Seben dollars.

Auctioneer

Come. Come. Somebody start me with the bare amount of the tax bill -- six hundred dollars.
(To Alec)
And you keep out.

Alec

(Laughs)
Six hundred dollars keeps me out.

Ben

(To Auctioneer)
I warn you. These taxes are a fraud.
(Enter Lynch C. from L. Crosses down L.)

Auctioneer

A fine speech, young man, but it don't pay taxes. How much am I offered?

Ben

I demand a delay of teh minutes. We have friends on the way -

Autioneer

Too late, sir.

Nellie

(To Auctioneer)
I'd like to wrong your neck.

Auc.

(Gallantly)
It would be sweet to die by so fair a hand .

Nellie

(With annoyed gesture)
Oh!
(Ben presses Nellie's hand and quiets her. Then turns upon Lynch)

Auc.

How much am I bid? Somebody start me with an offer of the bare amount of the tax bill.

Ben

Six hundred dollars.

Auc.
Remember, gentlemen, the sale is spot cash paid before the sun sets.

Ben
We'll have the money.
(Enter Helen from R. She goes to Dr. Cameron at fire-place. She shakes head in answer to inquiry)

Auc.
Six hundred dollars -- will you make it seven.

Lynch
(L)
Seven hundred dollars --

Ben
I protest. Taxes are satisfied.

Auc.
Come, young man - he has a perfect right to bid on this house. There's a mortgage on it, isn't there?

Ben
Yes.

Auc.
That mortgage has been transferred to Mr. Lynch.

All
What!

Auc.
Exactly - we must have the full amount cash to-night -- Will you make it eight?

Helen
(To Cameron)
You have my saddle horse - raise him a hundred.

Ben
Eight hundred dollars.

Auc.
Eight hundred dollars - - eight hundred dollars.
(Nods to Lynch)
Make it nine.

Lynch
Nine hundred dollars.

Nellie

(To Ben)
I've a piece of mahogany -- take that.

Ben

One thousand dollars.

Auc.

One thousand dollars -- Come, talk bigger money - - make it fifteen hundred --
(To Lynch)

Lynch

Fifteen hundred dollars.

Auc.

(Triumphantly)
Fifteen hundred dollars - can you raise it, gents? Fifteen hundred dollars, going. Are you all done?

Helen

(To Cameron)
I've someold silver plate - you can have it all. Raise it five hundred more.

Ben

(Shaking Helen's hand)
Two thaousand dollars.

Auc.

(To Lynch)
Make it twenty-five hundred dollars.

Lynch

Twenty-five hundred dollars.

Auc.

Twenty-five hundred dollars, going. Are you all done?

(Despair in Cameron group)

Nellie

(Pressing a jewel in Ben's hand)
Here Ben, take this .

Ben

(Kisses Nellie's hand)
Twenty-sixhundred.

Lynch

Thirty-one hundred.

Ben

(Looking at jewel)
Thirty-two hundred .

Lynch

Thirty-three hundred.
(Shout)

Auc.

Thirty-three hundred - are you all done? Thirty-three hundred, once, twice, - the third and last time --

Elsie

(Enter hurriedly C. from R.)
Thirty-five hundred dollars.

Auc.

Thirty-five hundred - going. Are you all done, Mr. Lynch?
(Lynch turns away)
Sold to Miss Elsie Stoneman for thirty-five hundred dollars!
(Girls rush and kiss Elsie. Others crowd around her)
The next sale for unpaid taxes with be the Bruce plantation just below here.
(Looks at list)
I'll have those papers ready in half an hour, Miss Elsie.

Alec

Come on, everybody. Let's go down to the Bruce planation.
(Exeunt crowd of negroes and Aictioneer - R. 3.)
(Nelse and Eve exit L. I. Dr. Cameron and girls gp up to R. - looking off after the crowd, - then group in doorway C.)

Elsie

(To Lynch)
My father will be furious over this -- how dare you allow such things.

Lynch

(Smiling)
If it is your wish, it will give me pleasure to see that the taxes on this property are relaesed by the State.

Ben

(Crosses to Lynch)
Damn your impudence. You will do nothing of the kind. If this tax is legal, it will stand.
(Threatening)
Speak to Miss Stoneman in that manner again, at the risk of your life.

Elsie

(Placing her hand on Ben's arm)
Thank you - I prefer to own the house. Dr. Cameron will not be disturbed until he is able to pay his taxes.
(Ben steps between Lynch and Elsie. Elsie calms Ben, who continues to glare at Lynch)

Ben

(To Lynch)
I've been watching you.

Lynch

The honor is quite undeserved. If you will excuse me, Miss Stoneman, I must see Governor Shrimp on some important business. (Exits C. and L.)
(Group in doorway C. laughing. As Lynch passes them they suddenly cease)

Elsie

(To Ben)
I was furious when I heard of this sale. I telegraphed my father. He is on his way.
(Ben gazes at her enraptured)
I lay awake last night - and cried --

Ben

(Tremulously)
A single tear from your eyes would more than redeem the past. Ah! Tell me that you love me, Elsie, and I can face anything. Poverty - struggles - ruin.

Elsie

I do love you --
(Laugh from group at doorway)
- but our lives are bound with others. A single cry of pain from my father's heart and I could not be happy. You must win him.

Ben

I will. There's no such word as fail.
(Girls in group at doorway laugh)

Dr. Cameron

(Coming down C. to Elsie and Ben)
Miss Elsie, I wish to thank you again before all my friends.

Elsie

We deserve no thanks for giving ourselves pleasure, Doctor. I must go now to meet my father.
(Dr. Cameron crosses R. to fireplace)

Nellie
Miss Elsie, if you don't mind we all will accompany you to the station.

Helen
(Crossing down to C.)
Come on Elsie. Aren't you coming?
(Nellie and Helen exit C. to R.)

(Ben and Elsie at door C. - start to kiss. Dr. Cameron catches view of them in mirror over mantel, and laughs)
(Elsie and Ben break apart and Elsie exits C. & R.)

Camron
(Crosses up to Ben and shakes hands)
My boy, I congratulate you - what an end for such a day.
(Enter Nellie from R. door)

Nellie
(At C.)
Has General Forrest come?

Ben
Expecting him every moment.

Nellie
The unconquered hero of the South. Do you reckon he'll notice me? I'm crazy to meet him.

Ben
(Up R. - looking off)
He's coming now.

Nellie
Oh!
(Runs off R. E. in terror. Forrest enters from R. 3)

Ben
General Forrest!
(They shake hands)

Forrest
I'm glad to see you again, my boy.

Ben
I bid yo u welcome, General Forrest, to such poor hospitality as the ruins of war have let us.
(Forrest crosses toward Dr. Cameron.)
My father , general.
(Presents Dr. Cameron to Forrest)

Forrest
I am pleased to meet you, sir.

Cameron
(To Forrest)
I am sorry I cannot approve of your dangerous mission, General Forrest - Your Ku Klux means exile , imprisonment and death.

Forrest
(Speaking slowly)
Dr. Cameron, a soldier's business is to die.

Nellie
(Cautiously enter from R. 3. E.)
May I come in?
(Entering quite demurely)

Ben
(With meaning)
You may - general, allow me to present to you - the bravest little soldier in Piedmont, Miss Nellie Graham.

Forest
I am pleased to meet you - Miss Nellie Graham.
(Kisses her hand)

Nellie
(Curtseying)
General, this is the proudest moment of my life.

Cameron
(To Forrest)
General, you were about to say --

Forrest
Yes, doctor --
(Looking at Nellie)

Ben
(To Forrest)
Oh, you may speak in Nellie's presence.

Nellie
Yes, general you can trust a daughter of the South with your life.

Forrest

(Sit R. of table. Ben sits on piano stool - Dr. Cameron L. of table. Nellie at back of table C.)

Thank you, doctor. Dr. Cameron, I stood in the gallery of your legislative hall in Columbia yesterday, and looked down on your Black Parliament at work - watched them through fetid smoke, vapors of stale whiskey and the deafening roar of half drunken brutes, while they voted millions in taxes their leaders had already stolen, and I had a vision. I stood beside the open grave of the South! Beneath that minstrel farce I saw a tragedy as deep and dark as was ever woven of the blood and tears of a conquered people. I heard the death rattle in the throat of my race, barbarism strangling civilization by brute force -

(Rises)

My God, will you submit to it?

Dr. Cameron

General, the South has surrendered --

Forrest

But not to this -- We quit and went back to the old flag. Had we dreamed of this, we would have been fighting yet.

Nellie

(Crosses R. C.)

Good! If they were all like you, General.

Forrest

(Seizing her hand)

Ah, my little comrade, if they were all like you.

Dr. Cameron

(Turning to L.)

We have had enough bloodshed and violence.

Forrest.

I have come to point the only way of peace -- the secret Klan.

Ben

(Up R.)

The Klan!

Nellie

(R. C.)

Yes -- the secret Klan.

Nellie

(R. C.)
Yes -- the secret Klan.

Cameron
We can yet appeal to the conscience of the nation.

Forrest
Dr. Cameron, the next step downward and you enter the shadows of the unspoken terror -- the grip of a black beast's claws on a white girle's throat.

Cameron
General! No such thing ever happened in slavery - or during the long horrors of the war.

Forrest
It has already happened in Tennessee. The new teachers have swon the dragon's tooth -- and I tell you, Dr. Cameron, it will take a hundred years to reap the harvest.

Cameron
You exaggerate our danger. The Governor of South Carolina is a white man - and respects our civization.

Ben

(Crosses R.)
Shrimp - a mere puppet in Lyncu'shands.

Cameron

(L Crosses R. C.)
You are unfair to Shrimp. He has refused to disband the white military companies of the State, and I hold the bare fact of their existance sufficient as a moral force --

Gus

(Outside)
Forward!
(The tramp of soldiers and sharp order "Halt" is heard without as Lynch and Shrimp enter, in popm, with staff and guards - followed by Nelse. Lynch stands behind Shrimp and obviously prompts him, pushing him forward. Negro supers enter and group up R. Eve enters L.)

Shrimp

(To Ben)
Captain Cameron, I have issued this morning a proclmation ordering the six white military companies in the State to disband and surrender their arms.

Dr. Cameron
(At the head of the table)
What!

Shrimp
(To Ben)
Will you obey my orders?

Ben
When I have taken a vote of my company.

Shrimp
I have already disarmed your men. Will you oblige me by handing over your sword?

Ben
(Drawing his sword suddenly, as Shrimp dodges behind Lynch)
I may run it through you first.
(Dr. Cameron quiets Ben)

Shrimp
(Summoning courage)
Will you surrender?
(Bristling)
- or shalll I call my soldiers?

Ben
(Crosses R.)
Call your soldiers.

Forrest
(Unbuckling Ben's sword)
Steady, boy - there's a better way - The Klan! Don't be a fool - calm yourself.

Shrimp
(To Forrest)
You're a stanger, sir, but I thank you for lending your influence to law and order.

Forrest
God speed the day of peace.
(Crosses R. and places sword on table. Gus takesit)

Cameron
(Confronting Shrimp)
This is infamous - a vile usurpation of authority.

Lynch

(To Shrimp)
Now - - now!

Shrimp

(Bristling with rage)
Your words are treason and rebellion. I'm the Governoe of this State. Resistance to authority ends in South Carolina to-day. Arrest him!

Dr. Cameron

(Fiercely to Shrimp)
What's that - you insignificant little -
(Guards arrest Dr. Cameron and take him back to C. between soldiers)

Shrimp

(Struts as Giard arrests Camero n)
I'm little, but I'm loud.

Ben

By God! - I'll --
(Dashes at Shrimp, who gets behind Lynch)

Forrest

(To Ben)
Boy! Boy!
(Ben rushes past Forrest to Lynch)

Ben

(Fiercely confronting Lynch)
You are playing this game - - You sneaking beast! I see your peopard's claws guiding this little white cat's paw!

Shrimp

What! I will not be insulted by relics of broken down aristocracy -- arrest him also.
(Guard arr sts Ben and take him back to C. R. Ben resists and Forrest whispers to him and calms him)

Forrest

Submit! Submit!

Shrimp

Come here, you servants - you men of color -
(Nelse and other move toward Shrimp)
I want you to know that the day of the aristocrat is done - that the mighty have fallen - that you are the equal of any man who walks this earth.

Welse
(Going closer to Shrimp)
Is I yo' equal?

Shrimp
(L. C.)
Yes.

Welse
(L. C.)
Des lak any white man?

Shrimp
Exactly!

Welse
Den take dat fum yo' equal --!
(Welse knocks Shrimp down)

C U R T A I N

"THE CLANSMAN"

ACT III.

-:- A C T III. -:-

IN THE CLAWS OF THE BEAST.

PART I. The Beat of the Sparrow's Wing.

SCENE: The same as Act 1. A week later. The Cameron House decorated for Flora's birthday. During the Act the sun sets, and night falls.

DISCOVERED: The curtain rises on Flora at back c calling to departing children. EVE and HELEN in the foreground arranging Flora's birthday gifts on rustic table- young people singing and making merry.

Wallace

Well, get the wagon boys -- come on children - it's time to go home.

(Picks up child, who kicks and fights to stay, but is carried away amid laughter and singing)

Flora & Eve

(Up C. at gateway. Eve at table)

Good bye, good-bye.

(Throws kisses)

Goodbye.

Flora

(Tripping down to Eve, at table)

Oh, this is the greatest birthday I've ever had.

Eve

Mammy's darlin' so happy.

(Gus' face appears above fence, stealthily watching)

Flora

Did you ever see so many pretty things?

Eve

Ain't none of dem purty as my baby.

Flora

Haven't I got lots of friends.

Eve

(At R. of table)

Cose. Ain't Mammy's baby de sweetest thing in de worl' .

Helen

(To Eve)
I'm afraid you're spoiling her, Aunt Eve.

Eve

No mam!

Helen

She'd have been spoiled long ago if it were possible - she's everybody's pet.
(Kisses Flora)
(Hands doll to Flora)
Isn't it pretty. Thirteen years old to-day. You're not going to play with it?

Flora

Of course I am.

Helen

(To Flora)
Aren't you coming in?
(Exit into house)

(Exeunt all except Flora and Eve, as Nelse enters)

Nelse

(Enter C. Holding note in his hand, beckons to Flora, who goes to him)
Take dat to Miss Eve, honey.

Flora

All right.
(To Eve)
Mammy.
(Gives note to Eve)

Eve

(Paying no attention to Nelse)
Read it darlin'.

Flora

(Opens note and reads)
Mistah Nelson presents his compliments to Miss Eve, and so -- solicits the pleasure of her company.

Eve

(Laughing softly)
Dat soun' fine, doan it?

Flora

Such big words for Nelse.

Eve

(Rising)
Yas - Marse Ben write dat. Tell 'em to come on.
(Xes R. to tree - Spruce up - sits at bench)

Flora

(Returns to Nelse)
You can come Nelse.
(Xes L. to steps of house - sits there and plays with doll)

Nelse

(Bowing, grinning and acting the gallant. Goes over to Eve)
Good evenin' Mam.
(Offers Eve a flower)

(Eve takes flower, laughing and playing the coy, kittenish maiden)

Eve

Won't yer set down?

Nelse

(Sits on rustic seat and edges toward Eve, who glares at him in response to his advances)
Pears lak we fwine ter hab some wedder, mam!
(Laughs and edges closer)

Eve

Yas, feel ter me kinder stormy.

Nelse

(Pulling a big stick of candy from his pocket, hands it to Eve)
Still, I tink de sun come out. Hab a few 'freshments, mam?

Eve

(Bowing and taking the candy)
Yas, "pears lak it mought clar up, bime-bye.

Nelse

(Again trying to get close to Eve)
I got sumfin powful particular ter say ter you, mam.
(Laughing immoderately, and trying again to get his arm around Eve)

Eve

(Rapping his hand)
Talk wid yer mouf, not wid yer hands. I'se er 'spectabul 'oman, I is.

Nelse

(Blowing his knuckles)
Yassam - Oh, I mos' fergit sumfin fine.
(Feels in his pocket, pulls out an enormous red ribbon, and hands it to Eve, who softens again)

Eve

(Laughing and showing desire to flirt)
Yer tryin' ter flatter me, sah.

Flora

(From steps - busy with presents)
Mammy, come here.

Eve

(To Flora)
Mammy's busy, darlin'.

Nelse

(Edging closer again)
No mam - ye war dat in a big bow 'round de waist.

Eve

Is it a swash?

Nelse

I show ye, mam, how ter put it on.
(Tries to slip his arm around Eve's waist and gets his knuckles rapped)

Eve

(Glancing at Nelse)
Min' dat time er biscuit bode bus' its self ober er nigger's head, an' a flat-iron cotch 'im in de burr er de year, an' he loss er poun' wool 'fo' he could clar de do'?

Nelse

(Laughing)
G'way, chile. Nuttin' lak dat heber happened ter me. A flea mout er bit me on de year, but twant no flat-iron.

Eve

(Laughing)
Done fergit dat, is yer?

Nelse

(Again trying to slip his arm around Eve)
When I hears de sweet soun' er yo' voice, mam, I can't 'member nuttun' but how I lubs my true lub.

Eve

Des listen dat nigger now.

Nelse

(Again trying to slip arm around Eve)
Des lak I tell yer, honey - -

Eve

(Threatening)
G'way fum here.

OFFICE OF
ALICE KAUSER
1402 BROADWAY,
NEW YORK.

Nelse

(Drawing a ring from his pocket)
Oh, I mos' fergit ergin. Will yer wear my ring, mam?
(Slips ring on Eve's finger)

Eve

(Holding it up admiringly)
(Calling to Flora)
Come here, mammy's baby, and see what er gemman bring me.

Flora

(Running to Eve and examining ring)
Ain't it fine?
(Flora sits between Eve and Nelse. Nelse is eager to get her to go back and leave him and Eve alone)

Eve

Anyting mo' in dem pockets?
(Searching Nelse's pockets)

(Flora goes down to table L.)

Nelse

Eve, honey, I got dem licenses all ready.
(Again trying to put arm about Eve. This time Eve yields coyly. Bus.)

(BEN enters C from L Sees Nelse and Eve embrace, laughs -- they break away and run in confusion, Nelse goes off R I E)
(Eve goes off L 3 E)

Flora

(To Ben)
Brother Bennie, come see my presents.

Ben

(Approaching)
So the party's all over. Thirteen years old today! My! but you're growing so fast, I'll have to be introduced to you every week.
(Sits at L of table)

Flora

(Displaying a present - a bracelet)
Guess who gave it?

Ben

Miss Elsie!

Flora

Who told you?

Ben

A mocking bird in the tree top this morning.

Flora

(Displaying another present)
Who gave me this?

Ben

Helen.

Flora

You missed. You missed.

Ben

Who then?

Flora

Nellie.

Ben

Of course, Nellie.

Flora

(Showing beads)
And this one?

Ben

I could never guess. What old fool gave you that.

Flora

(Laughing gleefully and kissing Ben)
You know who gave 'em to me, and I think they're fine.
(Hugs him)
Anf you'll never guess who gave me this box of candy?

(GUS ' face again appears above the fence)

Ben

Give it up - who?

Flora

Gus!

Ben

(Rising suddenly)
What! Gus! You mean the nigger captain?

Flora

Yes, Gus that used to work for us in the fields.

Ben

Give it to me.
(Snatches the box and throws it off R)

Flora

(Frightened and angered)
Why, Brother Bennie --

Ben

(Seizing her arm sharply)
What - what did he say?

Flora

(About to cry)
Just -- just asked me if I didn't remember him.

Ben

(Sternly)
Haven't I told you never to let a brute like that come near you?

Flora

I'm not afraid of him.

Ben

(Desperately)
And I can't teach you.

Flora

(In tears)
I don't like you to talk to me that way.

Ben

(Soothingly)
There, little sister, you don't understand.
(Ben tries to put his arm around her. Flora ~~xxxxxxx~~ breaks away angrily and runs to meet Dr. Cameron who enters from house, as Gus dodges again out of sight)

Flora

(Goes to Cameron)
Papa, Brother Bennie's been mean tomme. He's spoiled my birthday.
(Dr. Cameron looks startled at Ben, who is pacing back and forth, excitedly)

Dr. Cameron

There baby, don't cry - run and find Mammy and I'll speak to Ben.

Flora

(Murmuring through her tears, gathers up her presents in her skirt and goes in)
The only one that's been mean to me today.
(Exit into house)

Dr. Cameron

(Anxiously to Ben)
What is it?

Ben
(Approaching with emotion)
Among her birthday presents, was one from -
(Choking)

Dr. Cameron
From whom?

Ben
From that negro Gus!
(Cameron gazes at Ben calmly)
He sneaked in here when Flora was alone. Remember -
"A black beast's claws." --

Dr. Cameron
My boy, it's unthinkable - absurd.

Ben
(Crosses R)
The negroes are growing bolder and more insolent every hour -- unless we strike, where will it end?

Dr. Cameron
(Looking around cautiously)
Be sure of every step you take - Forrest's dangerous work is complete - you are organized now, your first blow will be an act of revolution.

Ben
(Sitting on bench under tree)
Yes, yes, - but - we're walking on a Volcano.

Cameron
Strike only as a last resort. A reaction has already set in. They didn't dare hold Nelse for his assault on the Governor - nor order our arrest again. Shrimp knew he had gone too far.

Shrimp
Shrimp! Yes - but that yellow viper, Lynch - mark my words, he's getting ready for us - The Klan! --
(Cameron seizes Ben's arm with a gesture of caution, as Elsie enters)

Cameron
(Crosses to L C)
I must have a talk with Flora and try to make her understand --

Elsie

(To Cameron)
Sorry I couldn't come earlier to offer Flora my congratulations.

Dr. Cameron

(Starting into house)
Flora will be delighted to see you, Miss Elsie. She's been asking for you. I'll go and tell her that you are here.

(Exit into house)

Ben

(Has risen as Elsie comes on)
(Tenderly to Elsie)
I'm so glad to see you.

Elsie

(A bit quizzically)
Are you? And yet - for an ardent lover - your visits have been brief of late.

Ben

For the last week -- I have been crushed with - with important business.

Elsie

(Laughing)
Important business again - always that. I'm growing quite jealous of this mysterious - secret love of yours.
(Smiles her affection)
Tell me -- what is this important business?

Ben

(Pauses and smiles)
I cannot tell you yet .

Elsie

There were to be no secrets between us.

Ben

Nor shall there be. Wait, and you shall know all. You trust me?

Elsie

(Pause)
Yes.

(EVE enters from house)
(Elsie goes R Ben crosses to L.)

Eve

(To Ben)
Marse Richard say come in dar. Miss Flora wanter kiss an' make up wid ye.

Ben

(On porch of house - turning to Elsie)
I must go - will you come?

Elsie

Yes - I'll follow you in a moment - after I've had a word with Aunt Eve.
(Sit on bench at tree)

Ben

Very well.
(Exit into house)

Elsie

(To Eve)
I've heard that you tell fortunes, Aunt Eve. I have the blues to-day. Tell mine for me.

Eve

(Crosses to Elsie, sit beside her on bench)
Yassam - you must fust gimme somfin dat b'longs to you.

Elsie

(Smiling)
Of course, I'd almost forgotten.
(Draws purse and gives Eve money)

Eve

Thankee mam- thankee mam. I didn't mean money - but dat'll do. Yassam. Now I sees within de vail.
(Murmuring of voodoo song and looking into Elsie's eyes and hand - then off into space. During this recital, Elsie follows Eve breathless interest and intense emotion with alternating joy and horror)
I see 'im comin' to you swif' -- wid er smile on his lips - de one you'se bin waitin' fer an' dreamin' 'bout - He's a tellin' yer whut yer heart's hungry ter hear - ye listen, an' a shadder fall between ye -- what's dat? A black hand

on yer throat 'bout ter strangle ye - Dey er tryin' ter sabe yer, an' can't. Yes, glory ter Gawd -- he's er comin' agin, all in white, an' his eyes shine lak de stars an' his bref's lak fire - -

Elsie

(Rising - seizing Eve)
Hush! Hush! No more.

Eve

(As if waking)
I wuz dreamin, honey - whut wuz I sayin'?

Elsie
Go! That's enough. I'll come in to see Flora.

Eve

(Starts to go)
Yassam, she want ter see ye - she want ter see ye.
(EXIT behind house)

(As EVE goes off, Flora skips out cautiously - watches until Eve disappears and then slips up behind Elsie, who has sunk, exhausted on the rustic seat)

Elsie

(At L in chair)
What could she mean. How foolish to listen to such nonsense. I'm all unstrung today.

(GUS appears at fence, eagerly watching)

Flora
(Putting her hands over Elsie's eyes)
Guess who it is?

Elsie

A fairy.

Flora

Too big for that.

Elsie

A cherub!

Flora
(Slipping into Elsie's arms)
I love you.

(Kneels at R of chair)

Elsie

I love you.

Flora

Brother Bennie was talking with Papa just now, and I slipped out.

Elsie

To see me?

Flora

(Rising - going up C)
Yes. But I've to go down to the spring to feed my ground squirrel. I bet he's most starved. I haven't given him a bite today - I've been so busy. You'll wait for me? I want to show you my presents.

Elsie

Yes -- don't be long.

(Gus disappears quickly)

Elsie

(Up C throws Elsie a kiss)
I'll be back right away.
(Flora goes in the direction Gus took - R 2)

Elsie

"A shadow fall between you." "A black hand on your throat, about to strange you." Ugh! It's childish nonsense of course - but - I'll go home. I'll say good night to them and --
(She moves toward house as Stoneman enters from R)
(Twilight falls and moon rises)

Stoneman

(To Elsie)
Ah! I find you here.
(Frowning and shaking his head in excitement)

Elsie

What has happened?

Stoneman

I have made a fearful discovery.

Elsie

Father!

Stoneman

(Seizing her hand)
First tell me - - -

Elsie

Yes - what?

Stoneman

Are you pledged to young Cameron?

Elsie

(Struggling with emotion)

I - I have made him - no promise, but - -

Stoneman

Thank God!

Elsie

(In terror)

Father! What do you mean?

Stoneman

(At R C)

A secret oath bound league of white ruffians, and desperadoes, has overspread the south - their weapons, terror and murder.

Elsie

You mean the terrible - Ku Klux Klan?

Stoneman

Yes. Midnight assassins.

Elsie

But - Ben!

Stoneman

Blot his memory from your heart. Ben Cameron is the leader of the Klan in this state.

Elsie

Oh!

(Sinks on rustic chair R)

Stoneman

(Tenderly moved)

Why, why, my child! It's not so bad - you have only to give him up - that's all.

Elsie

(With pathetic smile)

Yes - that is all. I - have - only - to - give - him up!

Stoneman

(Suddenly - tenderly)

My dear child, have you yielded your heart to this man?

Elsie

(Brokenly)
Yes, Father - yes - yes.

Stoneman

(Gesture of dismay)
You must give him up. His discovery is a moral certainty.

Elsie

(With a gleam of hope - rising go C to Stoneman)
Then then you have as yet no positiveproof?

Stoneman

If there were tangible proof in the hands of the authorities, Ben Cameron would be at this moment in jail awaiting his doom. The local meeting place of the Klan is known. Lynch's spies will be there to-night to report the names of every member. Young Cameron's conviction is as sure as fate - his end the gallows --

Elsie

Still, you have no proof --

Stoneman

Why, my child - what is this? You cannot cling to such a man?

Elsie

(Crosses L toward house)
I must see him. He is not a ruffian or a desperado. He will tell me the truth.

Stoneman

Elsie, we are face to face with Southern barbarism! To your own standard - a stainless Puritan conscience. The house of Stoneman can have no part with mid-night assassins.

Elsie

(Crossing to House)
I must know the truth - - I can read his soul - - - he cannot lie to me.

Stoneman

And Elsie, if you find that he is a member of this Klan - Ah - -

(Falls in chair, putting hand at his heart)

Elsie

(Going quickly to Stoneman)
Father! Father!

Stoneman

My darling! I - I - do not know how many months I have to live. This worn out crippled body cannot hold my spirit long. It is you alone, Elsie, keeps me here. See, in the inside pocket, next my heart, I keep your pictures from babyhood up, all set in a little book. You didn't know this - nor does the world dream I've been so soft hearted. You - you would not desert your old father for this man?

Elsie

(Throwing herself into his arms)

Father! No, no, no! If I find he is a member of this band I'll tear his memory from my life. But I will not condemn him unheard. He is the soul of honor.

(Rising from your knees)

He will tell me the truth.

Stoneman

(Throwing Elsie a crafty look)

He will tell you - the truth?

Elsie

Yes.

Ben

(Heard off - in house)

She must have gone - I'll see.

(Stoneman rises)

Stoneman

(Moving up C)

Then - -- then you will come to me - the moment you have seen him?

Elsie

The moment I know - the truth.

(Exit Stoneman C R)

(Ben enters hurriedly from House)

Ben

(To Elsie)

I thought you were coming in - to see Flora.

Elsie

(Smiling with assumed cause)

Flora came out - to see me.

Ben

Oh. I thought I heard a man's voice.

Elsie

My father was here.

Ben

(Observing her closely)
Ah! He has said something - What is it?

Elsie

We were speaking - of you.

Ben

(Startled)
Of me?

Elsie

This - important secret business - can ~~yankitalix~~ you not tell me what it is?

Ben

Let us not speak of it now.

Elsie

Is it something - of which you are ashamed?

Ben

(Hurt)
Elsie!

Elsie

(Greatly relieved)
Ah! I knew it. My father was wrong. It is not true.
(Crosses to tree)

Ben

What do you mean?

Elsie

Why he - believed that you are a member - of the Ku Klux Klan.

Ben

I - see -
(Pauses)
With all my faults - you have loved me, Elsie. Your love has redeemed my life. I lay it at your feet. I am the Chief - the Grand Dragon of the Ku Klux Klan!

Elsie

Oh, no, no, no!
(Sinks in chair at tree)
God pity me.

Ben

(Tenderly)
Come, my own - tell me.
(Offering to take her hand)

Elsie

(Rising, avoids Ben's hand)m
Wait! You have said that you love me.

Ben

Have I not proved it?

Elsie

Yes, yes. And that is why you are breaking my heart. Your perfect trust is the sweetest revelation that can come to a woman's soul - yet it brings only pain and horror.

Ben

Pain and horror! Why?

Elsie

Can you ask - and in the same breath admit that you are the chief of this band of criminals.

Ben

Criminals! My xx work is to prevent crime.

Elsie

Yet when you take my hand - yours may be stained with blood.

Ben

The judge who pronounces sentence of death on a criminal is not called a murderer, my dear.

Elsie

By whose authority are you a judge?

Ben

By the authority of the imperial race of men who created the State of South Carolina - Why, the secret Klan is our only way. We are the guardinas of civilization in the South - until the day dawns. My men are a band of young knights, circled with bayonnets who yet dare to ride with their lives in their hands and songs on their lips - ride to the defense of the weak and the inn ocent --

Elsie

Ah, my love, give it up - for my sake. Think of the danger in which you stand.

Ben

I think of the danger in which you stand.

Elsie

(Surprised)
I - In danger?

Ben

You - -
(Turn to L indicating house)
My sister and every woman of the South.
(Cross to L)

Elsie

Your fears are the wildest folly - My love - you must give this thing up.

Ben

I am bound by a solemn oath.

(Nellie enters on this dialogue - then backs out again, softly and unseen by Ben and Elsie)

Elsie

Must your oath bind you against me? I made a solemn vow to my father, just now, to give you up for ever the moment I found you were one of this Klan - yet for love's sake, I have broken my vow! I have lingered and pleaded - come, sweetheart, it is the first and only thing I have ever asked of you - you - cannot refuse me!
(Slips her arms around his neck and head on his breast)

Ben

(Struggles with deep emotion)
(Desperately)
Elsie, my love, you do not understand - A sworn chieftain desert his men - I could never look a South Carolinian in the face.
(Crosses to C)

Elsie

(Pause - brokenly)
Then you must choose between your Klan - and me.

Ben

)Pressing hand to temple - turn away)
Ah! - - Elsie --

Elsie

Oh - Ben, Ben - - Goodby!

(Ben takes her hand in his, looks into her eyes, offers to speak, voice fails him and he silently wrings her hand with bowed head)

(Elsie starts off by gateway, pauses, returns softly to Ben and looks tenderly at him)

Ben

My love -- goodbye!

Elsie

My love, goodbye!
(They silently embrace and remain in each others arms for a moment -- Elsie ~~gxddyx~~ gently disengages herself and exits by the roadway)
(Ben staggers to the seat, sinks down and covers his face with his hands. Negroes sing plantation melodies in the distance)

(Nellie, who had appeared in season to witness the parting, and drawn back, now comes forward)

Nellie

(To R. of Ben - laying hand on his shoulder)
I am so sorry, Ben.

Ben

(Looking up quickly)
You - - Nellie?

Nellie

Yes, I can understand. I - have suffered too.
(Averting her face)

Ben

(Rising)
You -- - Nellie - - how?

Nellie

(With a little strained laugh)
It doesn't matter now -- anymore . I'm about over it. You'll get over this -- you have work to do.

Ben

(As if ashamed of his weakness)
Yes, I have work to do -- we have work before us, Nellie! we must stand together now, we men and women of the South.

Eve

(Enter from House)
Marse Ben, where's Flora.?

Ben

(Surprised)
Isn't she in the house?

Eve

No sah - I look everywhere fur her.

Ben

(Sternly)
You'll find her down at the sprin g, Aunt Eve. Go and bring her to me.

Eve

Yessah, I fetch her right away.

Nellie

(Down R. C.)
If I were only a man who could fight and risk my life.

Ben

I need a scout and spy, whom no one will suspect. we have a desperate struggle before us. Can I trust you?

Nellie

To the uttermost! Let me join. I can ride like a tropper.

Ben

Hold up your right hand.
(She obeys)
You solemnly swear to keep the secrets of the Ku Klux Klan in sacred honor and obey the word of your chief on the penalty of your,life?

Nellie

(With hand uplifted)
I swear!

Ben

At tonight's meeting of the Klan, you will begiven the signs and pass words, and invested with ~~xxxxxxxxxxxxxxxxxx~~ whistle and code of signals.

Nellie

(Elated)
Thank you, Ben. Thank you.
(Kneels and kisses Ben's hand - R. C.)

Ben

From this hour, comrades in defence of the innocent and the weak, for God and the South!

Nellie

For God - - the South - - and my Chief!

(Again the sound of drunken revelry is heard off R., in the valley. Eve rushes back carrying Flora's bonnet.)

Eve

Marse Ben! Marse Ben!
(Ben and Nellie turn to Eve startled. Eve enters - half paralyzed with terror. Flora's bonnet in her hand, from R. 2)
Marse Ben! De Lawd hab mussy. I - I can't find Miss Flora no whar. Nuttin' but her bonnet.

Ben

(In awed whisper)
My - God! Where did you find it?

Eve

Down by the ribber.

Ben

The river!
(Pause - dazed for the moment)
A - - Nellie! Nellie - run - ring the court house bell!
(Moving toward house)

Nellie

Yes - - I will!

(Running toward gate)

Ben

(At steps of house, turning with strange harsh laugh)
It - it's only my foolish fear . Flora's hiding somewhere in the house. She's angry with me. But run Nellie, run !

(Ben exits into house.)
(Nellie exits rapidly by roadway to R.)

Eve

Lawd had mussy on us. Whar's Mammy's baby?
(Sinks on seat at house, sobbing and kissing Flora's bonnet and crooning over it)
Mammy's baby - whar is ye?
(Court House Bell tolls. Negroes heard carousing and singing in the distance. Bell rings. A moment later, Dr. Cameron enters from house, followed by Ben)

Cameron

It's impossible, my boy - preposterous! She's just run away in a fit of petulance. She's hiding for mischief as often does.
(Crossing over to R. - Calls)
Flora! -- Flora!

Neighbors

(Heard off)
Come on, boys.

Ben

(Now strangrely calm - To Cameron)
Ley us hope for the best, sir!
(The corwd beguns to gather hurriedly at different entrances. Din of excitement.)

Ben

(Raising voice - Speak to crowd)
Friends, it may be a childish prank - my father thinks so. A stray shot from those drunken fools may have hurt my sister.
(Angry murmurs from the crowd)
But quick, let us search every foot of thw woods on the river cliff, and if we find her alive - let one shot be the signal. If we find her dead - - two shots - and - and - that - withh bring us together.

Voices

One shot - if alive! Two shots - if dead. Yes, yes -- all right .

(Exuent by gate - taking road to R.)

Ben

(To men)
Hold a moment. If harm has come to the child, meet me here on this spot immediately and armed ready to answer the battle call of your chief! You understand?

Crowd

Yes! Yes!
(Exeunt crowd to R.)

(Exit Eve into house.

Neighbor

(To Cameron)
Mr. Cameron, a while ago, I saw that nigger Gus smeaking along the river bank.

Ben

Gus!

Neighbor

Yes - I called to him and he turned and ran toward the deep woods. I thought I ought to tell you.

Ben

Thank you - thank you.
(Go up to R.)

Dr. Cameron

(Unsteadily sinks into seat - L.)
My boy, what do you make of it?

Ben

I'm hoping for the best, sir. You're a man of faith. I want you to ask God to work a miracle - and blot out what may be.
(Voice chokes into a sob, as he rushes off L.)

Dr. Cameron

(Staggering to rustic seat and gasping)
Yes, yes -- she is just hiding for mischief.

Voices

(Heard off)

Hallo -- lo! Hao' -- loo!

Dr. Cameron

(Kneels)
Thou art my refuge, O Lord. Thou dost count the beat of a sparrow's wing -- Thou art my father, even as I am hers. Though I perish, let her live - pur and unsullied. Hear the cry of my soul!
(One shot heard - pauses in agony and waits - two shots)
Dead! Dead! - - My baby -- My baby!
(Falls foward on face)

CURTAIN

-:- A C T III. -:-

THE HUNT FOR THE ANIMAL.

SCENE II:- The cave of the Klan. The scene opens in semi-darkness, - - only faint beams of the moonlight straggling through a rift in the rocks and a single torch or taper at the Scribe's elbow, illuminates the cavern. As the action proceeds the moonlight increases in colume, gradually.

DISCOVERED:- As the curtain rises first in total darkness, voice of Chaplain is heard in prayer, in subdued monotone, and in the dim light Clansmen are seen, the Chaplian standing in their midst.)

Chalplain

(C)
God of our fathers, have mercy on the innocent, the weak and the defenseless. The terror of night deepens with the darkness and the stoutest heart grows sick with fear for the red message the morning bringeth! Forgive us our sins for they are many but hide not they face from us, oh God! Thou art our refuge.

Clansmen

Thou art our refuge.

Ben

(At R.)
The scribe will open the Klan.

Scribe

To the lovers of law and order, peace and justice and to the shadows of the venerated dead greetings. This is an institution of Chivalry, Humanity, Mercy and Patriotism.
(Whistle heard off)

Ben

The prisoner!
(Murmurs and a movement toward the door, as Gus is dragged in, struggling, groaning and crying)

Gus

I nebber done it --- I nebber doneit!

Clansman

(Crowding close about - muttering)
Ah! --

Ben

(Standing over Gus)
Clansmen! His guilt must be proven -- a black skin is not enough. We must see the color of his soul!

Clansmen

(Muttering)
Bah! His soul!

Ben

(Waving them back)
Let his accuser stand forth.

Cameron

He is an easy subject of mesmerism - - I can make him re-enact the crime.
(Throwing off his helmet and fixing Gus with his eye, and making hypnotic passes toward him. The negro collapses into a hypnotic condition, lifting one hand as if toward off a blow, stares around the cave and grins as if in a dream)

Gus

Take yo' eyes off me! Take 'em off -- take yo' eyes -- take yo' --
(Subsiding)

Cameron

(Suggesting)
At the spring --

Gus

Yessah!

Cameron

Hiding in the woods - - Go on!

Gus

(Face immediately lights up in an eager expectant look-crouching as if to spring)
She comin' - - Yessah! She comin'!
(Pearing, as from behind a tree - eyes gleaming, lips parted)
She makin' fur de spring - -

(Shifting position as his eyes follow Flora)
She feedin' - de squirrels -
(Pause - watching)
Ef I skeer her - she run lak er deer - an' git away -- Now-now, she startin' back to de house. Ef I whistle lak er bird she come - - she love birds.
(Whistle, imitating song of mocking bird)
She o she stop, look dis way, an' listen.
(Pause cry of the wind)
(Slights pause)
She stop --
(Imitates call of bird)
She - - she comin' - now - - now I git her - -
(Eyes gleaming, lips agape, fingers closed, body trembling, for the spring)
Now - - now' --
(Crawling, cat-like, suddenly springs, clawing, griping, breathlessly)
Uh - uh! She git loose! She gone!
(Instantly rising to knees, respiring rapidly)
Come back. I ain'tb gwine hurt ye.
(Pause
Look out! You go ober de cliff!
(Pause - staring)
Gwad er mighty! She jump clean over!
(Awed, peers over the cliff)
She drowin'! S he in de ribber drownin'!
(Looks hastily around)
(The men spring for ward to tear Gus to pieces)

Dr. Cameron

(~~Pressing them back at Gus~~)
(Pressing them back)
Stand back. We must not touch him in this condition. Remember men, you are the High Court of life and death of a sovereign State -- guardians of civilization. Let no hand be laid on this man, save that of a sworn office of the Klan.
(Making passes at Gus.)

Gus

(Recovering)
I nebber done it! I swear ter Gwad!

Ben

(To men)
Take him away!
(They drag Gus off L. U. screaming and struggling)

Gus

(Screaming and struggling)
I nebber done it. I nebber done it! I swear ter Gawd I nebber done it!

Ben

Is the courier ready?

Courier

Ready!

Ben

The scribe will prepare the fiery cross for the dispatch of a courier. Fill the bowl with water stained with the child's blood --
(Seizing the burning cross from the Scribe)
In olden times, the Fiery Cross, extinguished in sacrificial blood, called every clansman from the hills. And to-night in the new world; here on this spot made holy ground by the sacrifice of a daughter of the South, I raise the symbol of an unconquered race of men --
(High above his head in the darkness of the cave, Ben lifts the blazing cross)
I quench its flames in the sweetest blood that ever stained the sands of time.
(Extinguishes the flames in a silver bowl and hands the charred symbol to the Courier)
Quick across the North Carolina line to the Grand Titan at Wambright - - ask him for a thousand picked men, to meet me tomorrow night.
(Exit Courier L. U.)

Dr. Cameron

(To Ben)
What are you going to do?

Ben

I am going to disarm every negro in this country.
(The Clansmen quickly form in ranks before Ben)
Clansmen, for the daring work which remains to be done, I call for volunteers - not one of you may return alive. I choose the first four men.
(Thye kneel)
As sworn officer of Law and Order, execute this beast. It shall be a deed of the soul, not of the flesh, an act of open revolution - - At midnight hang him from the balcony rail of the Court House until dead. Cut down the body -- drag it at a horse's heels through the camp of negro soldiers - blow your whistles, rouse them from their sleep, and let them see and hear - and then boldly fling him on the doorstep of the negro Lieutenant Governor of South Carolina!

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All

Yes!

Ben

Go! --

-:- C U R T A I N -:-

-:- A C T IV: -

THE KU KLUX KLAN

SCENE: The Library of Lycn's house -- the next afternoon.

DISCOVERED: Lynch at the table R writing - an Orderly waiting.

Lynch

(To Orderly)
No trace of the spies we sent to report last night's meeting of the Ku Klux Klan?

Orderly

Na-sah!

Lycnh

Strange! Have they been murdered? And they know the truth.
(A cheer is heard without)
See what that means.

Orderly

(Goes to door L C looks off and reports)
His Excellency, the Governor of Souf Calina.

(Lynch remains seated while the Governor pompously enters. Orderly salutes and exits L C)

Shrimp

(Up C to Lynch)
Governor Lynch, I must remind you that you are sitting, sir!

Lynch

(With easy insolance)
Why, so I am.
(Rises bows gravely, and reseats himself)
Take a seat, Governor.
(Shrimp hesitates, then with offended dignity, goes R of table and sits)
You brought the extra troops?

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Shrimp

Yes - why didn't you summon the whole army to protect you from a dozen cowardly Ku Kluxes?

Lynch

do you know they threw the body of Gus on my doorstep last night?

Shrimp

But they call me from the Capital to view it. Isn't the Coroner here?

Lynch

I've sent for you to resign the office of Governor into my hands for a few days.

Shrimp

(Rising, shaking his fist in Lynch's face, across the table in a paroxysm of rage)
You've got the gall of the devil! What for?

Lynch

I'm going to hang Ben Cameron.

Shrimp

What evidence have you got?

Lynch

(Firmly)
I'll find the evidence. I'm certain that Ben Cameron is the Chief of the Ku Klux Klan - but what's more important, he's in my way - and so are you.

Shrimp

(With fury)
You insult the high office I hold -- you --you

Lynch

Easy, easy, Governor --
(Shrimp turns away to TR)
You're going to do what I tell you.

Shrimp

(Angrily, turning back)
Do what?

Lynch

(Sharply)
Write a request for me to act as Governor during your absence from the State.

Shrimp

I'll see you to the bottomless pit first. It's time to remind you that you're a nigger, that I'mma white man and the Governor of this state. I'm little but I'm loud!
(Strutting to R)

Lynch

(Rises)
Who made you Governor?
(Shrimp offers to speak - Lynch interrupts him)
I made you out of nothing. I didn't have even a dirt dauber's ball of mud to begin with.

Shrimp

(In milder tone)
Now, look here, Lynch, you're going too far.

Lynch

I'll go further -- your salary is thirty-five hundred, and you spent last year, fifty thousand dollars.

Shrimp

(Feebly)
It's a lie!

Lynch

Ah! You're a litt,e but not quite so loud !

Shrimp

You're as deep in the mud as I am in the mire.

Lynch

But I leave no tracks - you're a clumsy fool.

Shrimp

(Tremblingly)
Would you betray me?

(Enter Orderly L C)

Orderly

(To Lynch)
A telegram.
(Handing telegram to Lynch, salutes and exits L C)

Lynch

(Reads)
As I expected. Stoneman has been armed by the President with a proclamation of martial law. He can use it at his

discretion. Back me up now when I ask its immediate enforcement.
(Crosses to table - sit over L.)

Shrimp
(Go to R of table)
Why?

Lynch
As acting Governor, under martial law, I'll have Ben Cameron court-martialed.

Shrimp
You devil! I'll not resign my power.

Lynch
(Furiously rising)
Take your choice - To the Senate or the penitentiary!

Shrimp
(Collapsing in terror in chair at R of table)
Look here, Lynch.

Lynch
Write that resignation of your power to me --

Shrimp
(Writes)
Will Stoneman approve of this?

Lynch
Don't you open your mouth to him.

(Enters Orderly L C)

Orderly
Mistah Stoneman.

Lynch
Show him in.
(To Shrimp)
Now play your little part smoothly till I give you the word to go. Then take a trip over the North Carolina line for a rest at the springs - your health is bad.

(Shrimp goes up R)
(Enter Stoneman L C Excitedly)

Stoneman
(To Lynch)
Horrible! Horrible! The events of the night surpass belief. You did wise to ask for more troops.

Lynch
The challenge of treason to the Government is unmistakable, sir.

Stoneman
And we must fight without a moment's delay.

Lynch
Exactly. Unless the man guilty of this crime is hanged immediately, the Black League will go to pieces in a night - Are we ready to surrender the fruits of a victorious war to a gang of midnight assassins?

Stoneman
Never!

Shrimp-
Never! The majesty of the law must be vindicated.
(Strutting forward from R)

Stoneman
Well said, Governor.

Lynch
So say I.

Stoneman
No such vengeance would have been dared against a white man. The humblest negore shall have every right of the proudest white.

Lynch
(Seizing Stoneman's hand)
Thank God for a man who has risen above the prejudice of race and color.

Stoneman
(Putting arm around Lynch's shoulder)
You are my brother - -

Shrimp
(Seizing Lynch's hand)
And mine!

Stonemmm
Thank God, too, for one brave Southern white man.
(Shakes Shrimp's hand - cross to fireplace sit)
(SHRIMP up stage)

Lynch
There's not a moment to be lost, gentlemen. This Ku Klux Klan is quiet today. They will strike again. We must strike first. Ben Cameron should be in jail in twenty minutes.

Stoneman

I agree with you.

Lynch

Then issue at once the proclamation of martial law with which the President has armed you.

Stoneman

(Sharply)

Why?

Lynch

If the civil law fails?

Stoneman

It will not fail. Bring your witnesses. Issue a warrant, arraign young Cameron here immediately before the United States Commissioner -

(Lynch goes up to door L C)

- and summon my daughter.

Lynch

(Surprised - turning at door)

Your daughter?

Stoneman

My daughter!

(EXIT Lynch L C)

Shrimp

(Nervously approaching a step or two)

I trust sir, it will not be necessary to use the weapon of martial law -- it's a dangerous power.

Stoneman

I am glad to hear you say that, Governor. It assures me that should an emergency arise you will use the power wisely and carefully.

Shrimp

Can I trust Lynch perfectly?

Stoneman

Absolutely. He has risen grandly to every trust imposed upon him.

(Lynch enters L C. During the following scenes he ignores Shrimp's existence)

(Shrimp goes up to window R C)

Lynch

(C to Stoneman)
The warrant is in the Sheriff's hands, the Commissioner is ready, and Miss Stoneman has been sent for.

Stoneman

Good!

Lynch

But I fear no lawyer in town will appear against Ben Cameron.

Stoneman

(At fireplace)
We'll find one. Where are the papers?
(Lynch hands him the papers - he then turns to table)

(Enter ORDERLY L 2)

Orderly

The corporal and Dick, sir - the spies sent to the cave, is here.

Lynch

Bring them in immediately.

Stoneman

(Sits in chair L by fireplace)
Good! The Klan met in the cave - the spies' trstimony will be overwhelming.

(Orderly brings Corporal and Dick, both bareheaded, with pieces of hay clinging to their clothes. They are led under arrest by Orderly)

Lynch

Bully boys, had a run for your life - but you got here, Good!

Sto neman

You went to the cave?

Corporal

Yassah.

Lynch

Hid all right?

Corporal

Yassah!

Lynch

Stayed till midnight as I told you?

Corporal

Longer dan dat, sah.

Lynch

Well, out with it!

Stoneman

You saw the men wheh they entered the cave?

Corporal

Nary a man come dar, sah, all night.

Lynch

(Springing to his feet)

What?

(His act is so sudden, and his question so fierce, the Corporal and Dick jump with terror)

Corporal

Na sah! Nary single man come dar - did dey, Dick?

Dick

Dey wern't er man in er mile er dar - I knows er man when I sees him.

Stoneman

(Astounded)

You saw nothing. Heard nothing?

Both

Nary thing.

Lynch

You drivveling cowards - I know what's the matter with you - You saw something that scared the souls out of your black hides.

(Lynch about to rush towards them, is checked by a gesture from Stoneman)

I'd like to strangle you.

(Sits at table again)

Stoneman

What did you see? Come, tell us men.

Corporal

Dey wuz ghos's.

Dick

(Dick grasping Corporal's arm in terror)

Hush, man -- hush -- hush!

Stoneman

(Persuasively)
Come Corporal, tell us - we'll protect you.

Corporal

(Breathing heavily and about to break down)
Yassah - I wuz feelin' bad all day yistidy, an' ez I wuz gwine long de road ter dat cave, er big black bird settin' on de fence flop his wings, look right at me an' say - Corpse! Corpse! Corpse!

Lynch

(In fury)
Shut up, you fool, and tell us what you saw.

Stoneman

(Gently)
Go on, my boy.

Corporal

We ain't more'n got in de cave befo' de whole place wuz swarmin' wid ghosts.
(Dick again grasps Corporal arm in terror)

Stoneman

Yes - what did they look like?

Corporal

Dey wuz sperets ridin' white hosses wid big blood red eyes, and white wings. De hosses wuz twenty feet high - an' some er de sperets ridin' 'em wuz higher'n de Cote House, De wuz all bal' headed, cep' on de top, whar er ~~straight~~ straight blaze er fire shot up in de air ten foot high.

Stoneman

What did they do?

Corporal

Dunno, sah.

Stoneman

What did you do?

Corporal

Dunno, sah - when I see 'em - I feel sumfin' bus' loose inside er me an' I disremember all dat come ter pass.
(Bows)
When I come to, dey wuz pullin' me out fum under de hay des now in de barn lof'.

Stoneman

(To Dick)
And you saw the same things?

Dick

Na sah! We don't 'gree 'bout dat -
(Lynch looks at Dick hopefully)

Stoneman

Well, youbsaw something more than ghosts?

Dick

Yassah - dat place we git in warn't no cave -

Stone,an

What was it?

Dick

Hit wuz de mouf er Hell - an' dem wuz debbils!

Stoneman

Silence, you damned fool.

Lynch

(Goes to door R 3 - and opens it)
Wait in this room.
(Indicating meaningly as Dick and Corporal pass out)
I'll see you directly.
(Exeunt Corporal and Dick R 3)

Stoneman

No matter - I've a single witness whose word will be sufficient.

(ORDERLY enters L C)

Orderly

De United States Commissioner.

Stoneman

We are ready for the trial - let them enter.

(Commissioner, Orderly enter and go toward fireplace. Nellie with others of crowd, arrange themselves about room)
(The Commissioner is greeted by Lynch, Stoneman and Shrimp)

Com.

(Sits at R of table)
Who appears for the Government?

(Lynch and Shrimp remain standing)

Stoneman

(At L.)
In the absence of a lawyer who has the courage to defend the equal rights of man, I conduct this case.

Comm.

Let the Sheriff bring the prisoner before the court.

Orderly

The Sheriff ain't here, sah.

Stoneman

Go bring him at once.

(Orderly goes, and as Stoneman turns to Lynch, Aleck enters bowing humbly and politely to every white man he passes, and bows to the floor before the Comm.)

Aleck

(To Stoneman)
Marse Ben be here in er minute, sah. He just stop ter git er bite ter eat. I run erlong ahead.

Stoneman

Marse Ben ? Marse Ben ? Who's he ?

Aleck

De young Captain , sah. Marse Ben Cammun.

Stoneman

And you the High Sheriff trot along in front to make way for your prisoner?

Aleck

Dem kin' er prisoners - yassah.

Stoneman

Why didn't you wait and walk along beside him?

Aleck

(Shaking his head and laughing)
I hates ter insinuate ter de cote, sah.

Stoneman

(In thunder tones)
What ~~Ben~~ did Ben Cameron say to you?

Aleck

Marse Ben - he say -
(Laughing)
- ef I walk er long side er him - he knock hell outen me.

Stoneman

(Going to Aleck puching back his sleeve, showing scars in his arm)
By the memory of these scars, mute witnesses of the horrors of slavery - have you forgotten your manhood?

Aleck

Yassah! I furgit it.

Stoneman

How did you get those scars?

Aleck

(Laughs)
Did I say dem scars come fum de lash?

Stoneman

Yes - The Master's cruel lash on the slave's bare flesh.

Aleck

Yassah. 'Cose, sah. But de fac' is sah, I fell in de fire when I wux er boy, an' Marse Richard Cammun pull me out an' save my life - Yassah, I wuz des er follin' ye 'bout de lash - Marse Richard nebber tech me in his life.

Stoneman

You miserable liar! Is this another lie? What's come over you?

Aleck

(Glancing around in alarm)
De Ku Kluxes pass my house las' night - an' I'se gwine back ter farmin'.

Stoneman

To farming!

Aleck

Begin Plowin' in de mornin', Marster.

Stoneman

(With fury)
Don't you call me master!

Aleck

Yas, massa!

Stoneman

Silence! And you the Sheriff of this county.

Aleck

(Laughing loud)
Sheriff! Dat's jes' er joke - I wants peace jedge.

Stoneman

(In disgust, turning away to Lynch)
Evidently, we need a new Sheriff.

Aleck

Dat's whut I tell 'em, sah, dis mawnin' - an' I des flings mysel' on de ignance er de cote.
(Bowing low to Stoneman - looking at the door)
Marse Ben comin' now, he's er gemman, sah.

(BEN enters L C with Orderly)

Ben

(Confronted by the Com.)
I am ready -

Comm.

You understand that your life is at stake in this charge of treason and conspiracy - that if the evidences warrants I will hold you without bail?

Ben

I understand - proceed.

Comm.

The first witness.

Stoneman

The Government has but one witness and she will tell the truth! My daughter - has she not come?
(Orderly exits - Re-enter immediately)

Orderly

(Enters L C - showing in Elsie)
Miss Stoneman!

Ben

(Turns up to L.)
Elsie! Is it possible!

Nellie

(L) Oh !
(Enter Elsie L C)

Elsie

(To Stoneman)
Father -- you sent for me, father - you sent for me. Why?

Stoneman
In order to ask you one question in this trial of Ben Cameron for treason - -

Elsie
(In horrified whisper)
My God !

SET NO 4

Stoneman
(At L of table)
Under oath, before Almighty God, I will ask you if this man is a member of the Ku Klux Klan?

Elsie
Oh !

Stoneman
And you will tell the truth -- I know that you know the truth.

Elsie
Father - do you realize what you are asking me to do?

Stoneman
It is my duty. You are the daughter of an abolitionist, a child of conscience. Your country calls you to yield this traitor to the law, even at the cost of the greatest sacrifice a woman can make.
(He places the Bible in her hand and administers the oath)
You solemnly swear, before Almight God, and these witnesses - that the evidence you give in this case of the United States against Ben Cameron shall be the truth, the whole truth, and nothing but the truth - so help you God.
(She shrinks)
Kiss the book.
(Elsie kisses the bible)

Elsie
Father -- I beg, I implore you --

Stoneman
I am not your father for this moment - I am a solemn officer of justice - I ask you but a single question - has this man confessed to you that he is a meber of the Ku Klux Klan?

Elsie
Oh !

Stoneman
On your oath before God!
(Pause)
Answer.

Elsie

(Pause - suddenly and defiant, and upright)
I refuse to answer.

(Murmurs of admiration from the crowd)

Stoneman

On what ground?

Elsie

(Firmly)
A witness cannot be forced to incriminate herself.

Stoneman

Incriminate yourself? You do not dare quibble with your conscience under oath?

Elsie

I do not quibble. Our lives are one - I love him - I love him.

Stoneman

Elsie!

Elsie

Yes, before the world, I say it without shame! I am his and he is mine -- and his people shall be mine!

Nellie

Hurrah!
(Claps hand over mouth, eyes askance on Commissioner who half rises, glaring at her)

Stoneman

(Sternly, facing Elsie)
You choose to champion crime?

Elsie

If to cherish the honor of woman above all the gifts of God be crime - yes. I glory in the love of such a criminal!

Ben

(Approaching Elsie, from L.)
Elsie, mykown - I -

(Stoneman goes between them, seizes Ben by the shoulder and thrusts him back up L.)

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Stoneman

(Between Elsie and Ben)
Stand back, sir. You have yet to reckon with me. I have not surrendered.
(Drawing a document from his pocket)
I hold in my hand the proclamation of the President of the United States declaring the State of South E Carolina in insurrection, proclaiming martial law and suspending the writ of habeas Corpus - thre Governor is charged with its immediate execution --
(Crosses to Shrimp/-who advances a step to meet him)
(Handing Shrimp the document)
I must leave for Washington at once to report to the President.

(Commissioner Exits L C)

Shrimp

(Taking the proclamation)
Ben Cameron, you are under military arrest.
(TomLynch)
Summon the guard, disperse the crowd and clear the streets.

(Crowd is driven out and Ben arrested)

Elsie

Father!
(Runs across to Stoneman, with whom she pleads)

(Ben exchanges signals with Dr. Cameron, who moves off following crowd)

Nellie

(In low voice to Ben as he is being led off)
What shall I do Ben?

Ben

(In low voice to Nellie)
Stay until you know my fate, and then report - you understand?
(Soldiers take Ben out L C)

Nellie

(In doorway L C. Looking after Ben)
Yes.

Elsie

(Clinging to Stoneman)
You must not go. You shall not leave me.

Stoneman

I must report at once to Washington.

Elsie
Ben ? What will they do with him?

Stoneman
The law must take its course.

Elsie
(Clinging to Stoneman)
Father think! They might force his trial before you return - surely you love me?

Stoneman
(Tenderly carressing hera)
Aye, better than my own life, child. This has been a bitter hour to me. Forgive me.
(Tries to pass to L.)

Elsie
(Stopping Stoneman)
Don't leave me!

Stoneman
I must go!

Elsie
To whom can I appeal?

Stoneman
Governor Shrimp has supreme power. Goodbye.

(Hastily kisses Elsie and exits L C rapidly)

Elsie
Father! Wait!
(Exit with Nellie, following Stoneman, who is seen to pass window moving rapidly)
(ENTER Orderly L C)

Lynch
(R C to Orderly)
Drum head Court martial for Ben Cameron immediately -

Shrimp
(Interrupting)
But I -

Lynch
(Fixing his eye on Shrimp, who interrupts)
Say that it is the Governor's order.

Orderly
Yassah - Yassah!
(Salutes and Exits L C)

Lynch

(To Shrimp)
Now, give me that proclamation.

Shrimp

(R of table - hesitating)
Lynch - this is a damned outrage!

Lynch

To the senate or the penitentiary!
(Shrimp signs paper)
A suit of stripes would become you, if they ran up and down - you'd look taller.

Shrimp

(Surrendering document - crosses to C)
All right. But mark my word - you'll wear a rope neck tie before you are through with this business.
(At door - claps his tall hat on his head and exits L C)

Lynch

(Opens door R 3 and calls off)
Come here you two.
(Enter Corporal and Dick)
You are guilty of desertion on duty. I'm going to have you both shot.
(They fall at Lynch's feet at L begging and praying)

Corporal

Doan do dat, Gubner.

Dick

Gib us er nodder trial -

Both

We do whatever ye say.

Lynch

Your bodies and your soul's mine, to do my bidding - no matter what?

Both

Dat we will. Trykus. We ain't skeered now.

Lynch

If you do to-night exactly what I tell you - I'll spare your lives.

Corporal

We do des what you say.

Dick

What eber ye say.

Lynch

(Sneeringly)
The work will not strain your courage. You will have only to guard a lady. There will be no ghosts. Remain there within call --
(Indicating door to R 3 - Corporal and Dick exit)
(Enter Orderly - goes to Lynch at desk)
(To Orderly)
Well?

Orderly

De Court Martial done set now, sah.

Lynch

Good! When the verdict is given - it is sure to de death - have the cavalry slip out in the dark - take young Cameron to a quiet spot and shoot him immediately - immediately.

Orderly

Dem two young ladies back ter see you, sah.

Lynch

(With suppressed ecstacy)
Show them in.

(EXIT Orderly L C)

(ENTER Nellie and Elsie excitedly from L C)

Elsie

(To Lynch)
I wish to see Governor Shrimp at once.

Lynch

I am sorry - Governor Shrimp is - ill.

Elsie

Then I wish an interview with Captain Cameron --
(Enter Orderly L C)
(Shouts heard off with undertone of excited talk)

Lynch

(Crossing quickly to Orderly)
Well?

Orderly

Verdict de court martial.

Elsie

What! Ben Cameron court-martialed?

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Lynch

What is the verdict?

Orderly

Ordered to be shot.

Elsie

(Staggering into seat L of desk)
My God! -
(In hoarse whisper)
Shot!

(Nellie at back of Elsie's chair)

Lynch

(To Elsie)
Miss Stoneman I will stay the execution to hear your appeal -

Elsie

Oh, do - do! Fod God's sake, do so.

Lynch

At once --
(Goes craftily, watching Nellie - shakes his head at Orderly, who precedes him)

Nellie

(At L of Elsie)
Courage! Plead with Lynch. Delay them thirty minutes, and I'll save Ben's life.

Elsie

How?

Nellie

The Klan!

Elsie

(Rising)
The Klan!

Nellie

Yes - - a thousand of his men are on the way - if I can only reach him in time.

Elsie

(With cry of joy - then with suppressed intensity)
Go, Nellie, and God speed you. Go!

(Lynch enters L C as Nellie goes - she draws her skirt aside from touching Lynch - gives a gesture

of delight at her going, and Elsie recovers her composure.)
(Lynch locks the door L C puts key in pocket and crosses to Elsie)

Lynch
I have ordered the temporary suspension of the sentence to hear your appeal, Miss Stoneman.

Elsie
Thank you.

Lynch
Let me say this was not my doing. Governor Shrimp forced this Court Martial against my advice.

Elsie
Ah, then I know you will helpmme.

Lynch
There are conditions under which I might commute his sentence.

Elsie
(Eagerly looking up at Lynch)
Yes?

Lynch
(Looking at her with intensity)
I scarcely dare name them.

Elsie
(Puzzled)
What do you mean?

Lynch
In three months I will be the Governor of a mighty commonwealth - I mean to build a mansion at Columbia that will vie in splendor with the courts of Europe. I have a radiant dream of life that I have not dared to breath aloud - my desire is for mercy - I would spare this man.

Elsie
(Betraying a shadow of doubt)
Then - you will spare his life?

Lynch
Your father is my best friend.
(Moves to head of table)
I owe to him all I am. He loves me as his own son. Our views of life - our aims are one. Your happiness I desire above all things.
(Leans over table on these last words)

Elsie

Then you will order his release.

Lynch

(Tentatively laying his hand over Elsie's)

I - - -

(Elsie, with instinctive aversion, withdraws her hand. Lynch pauses, then suddenly, with passion, seizing her hand again)

Elsie - I - - -m

Elsie

(Springing to her feet)

How - dare - you!

Lynch

My dear Miss Elsie!

Elsie

Don't come near me.

(Lynch hesitates)

Don't look at me like that - Oh!

(Becoming hysterical)

Lynch

(Approaching)

I assure you -

(With half hysterical scream Elsie suddenly darts to the door, tries it, turns with her back against it, staring at Lynch aghast. Lynch still approaches)

I only locked the door - that no one should -

Elsie

(Screaming at the top of her voice)

Help! Help! Help!

Lynch

(Fiercely seizing her and dragging her from the door)

Don't scream like that.

(Trying to muffle her cries)

You have imperilled your honor - and my life --m

(Knock at door)

(Elsie sways and is sinking - Lynch catches her in his arms, gazing at her passionately)

(Knock at door)

God! She was heard!

(Knock repeated)

(ENTER Corporal and Dick, looking scared)

Corporal

(To Lynch)

What de matter?

Miss Stoneman has fainted. Take her in that room - stand guard over her. Quick - if she revives keep her quiet - gag her if necessary.

(Corporal carries Elsie into adjoining room R 3)

(Lynch opens door to Stoneman who enters)

Mr. Stoneman.

Stoneman

(Agitated)

My daughter - where is she?

Lynch

Why - she left with Nellie Graham to find you, sir.

Stoneman

Yes, yes - but they returned here to plead with Governor Shrimp. Where is the Governor?

Lynch

(C) Showed the white feather, ran in panic for North Carolina and left me to act in his place.

Stoneman

Is it possible?

(A noise is heard in room R 3 wher Elsie is heard)

(Lynch starts)

What is that?

(With sharp glance at Lynch)

Lynch

Only the changing of the guard.

ALICE KAUSER
1402 BROADWAY,
NEW YORK.

Stoneman

I must interfere in behalf of young Cameron. I fear for my daughter.

Lynch

Too,late, sir. A court martial has already ordered his execution.

Stoneman

What!

Lynch

It will save the State from a reign of terror - our cause from ruin.

(Crosses to R of table)

Stoneman

It is the will of God.
(Crosses to table)
In my weakness I would have spared him. Yet his death is fortunate. Time will heal my daughter's wounds, and she will yet be happy with some brave man who respects his country's laws.

Lynch

I am grateful and happy in your support, sir.

Stoneman

You have proven your manhood by your lion courage. I salute you as my comrade, my peer, my patriot brother.
(Extends his hand to Lynch across the table)

Lynch

(With elation)
You overwhelm me, sir.
(Both sit)
(Turning to Stoneman)
May I speak to you a secret I have never dared to whisper to another.

Stoneman

Trust me implicitely.

Lynch

I am in love - madly in love with a beautiful white girl.

Stoneman

Ah!
(With approval)

Lynch

Do you think I presume in lifting my eyes to a white woman?

Stoneman

Presume - of course not.
(Heartily extending his hand - Lynch seizes it)

Lynch

Thank God for such a man. You have never failed me. Never.

Stoneman

Her parents approve?

Lynch

Her mother is dead. Her father is my best friend - the noblest, freest man I have eever known - a man who dares to trample the cruelties of caste beneath his feet.

Stoneman

And the girl!

Lynch

Surely you have guessed.

Stoneman

I haven't the remotest idea.

Lynch

Your daughter.

Stoneman

(Rising hurriedly)
How dare you -
(Lynch rises)
(In whispered horror, Stoneman staggers back into chair)
My - daughter - Elsie - you! you!
(Again rising)
How dare you!

Lynch

Are not the words of fraternity and equality yet warm on your lips?

Stoneman

Political equality.

Lynch

(Coming down t C)
Absolute equality! The right to love and wed on'es love as the badge of human fellowship.

Stoneman

I decline to discuss the question with you.
(Turns away)

Lynch

I beg for the bare chance to win her with your approval,
(Stoneman stops)
Sureley you, of all men, will not cling to blind prejudice, and give the lie to your whole life.

Stoneman

Silence! Let this be the end of our relations. Never enter my house again.

Lynch

(Fiercely)
Do you mean it?

Stoneman

(Approcahing Lynch)
My family has a record of a thousand years of achievement in the old world and this. I have no ambition that it should end in a brood of mulatto brats - -

Lynch

Pardon me, if I remind you that this is my house, that I will not be insulted in it, and that this interview between two peers and patriot brothers is at an end.

(Stoneman starts toward door)

My respects to your daughter - when you see her.

(Elsie screams and the sound of another struggle is heard)

Stoneman

(Draws his revolver)

You devil, my child is in that room.

Lynch

(Quickly drawing his own revolver, anticipating Stoneman's action)

Softly, my patriot brother. Until a moment ago your daughter was in that room by accident. Now that I have seen the depth of your hypocrite soul -- I'll hold her there with a deliberate purpose.

Stoneman

In God's name, what do you mean?

Lynch

Make a doctor take his own medicine - open your mouth and pour a dose of it down your lying throat - - -

(Calls)

Corporal!

(Corporal appears and salutes)

Corporal, let me see your revolver.

(Hands revolver to Lynch who examines it)

A fine weapon this, sent is by Mr. Stoneman from the government arsenals.

(Returns revolver to Corporal)

Now go back to that room and stand guard over Miss Stoneman. If you hear a struggle in this room, or a pistol shot - or anyone opens that door but me, kill her.

Corporal

(Turns and goes)

(Stoneman draws pistol again)

Lynch

(To Stoneman)

Put away that revolver.

(Pockets his own)

I feel sure that you will assist me in protecting your daughter's life.

(Calls Dick - who enters and salutes)
Tell the commander of my troops when my cavalry returns from the execution of Ben Cameron, to station them around this house.

Dick

Yassah.

Lynch

And bring the pastor of your church here immediately.
(Sit at table)

Dick

Yassah!
(Exits L C)

Stoneman

(Crosses to R of table)
Why do you send for a minister?

Lynch

There's going to be a wedding here tonight. Your daughter once compromised - must submit.

Stoneman

(Seizing revolver)
You fiend!

Lynch

Remember sir, a pistol shot in this room means her death.
(Stoneman drops revolver and sinks into chair R of table)

Stoneman

Is this the return you make for all I've done for you?

Lynch

(L of table)
What have you done foe me. Trained my eyes to seek, ears to hear, heart to feel, that you might deny every cry of my body and soul!

Stoneman

Have I not struck the chains of slavery from your race?

Lynch

You've stripped the rags of slavery from a black skin, but what are you going to do with the man. This man with a heart that can ache and break - Oh! if I could take the stain from this skin, the kink from this hair, I'd bathe in hell fire.

Stoneman
I have given you the protection of the law.

Lynch
Equality is the law! Absolute equality without one lying subterfuge! By God! - I demand it!

Stoneman
Surely Lynch, you have gone mad.
(The clatter of horses hoofs is heard in the distance)

Lynch
Ha! My cavalry - my men- Come father-in-law, salute your son. No tears on a wedding night.

Stoneman
(Piteously)
Lynch for the love of God -
(Lynch goes to window and listens to approaching horsemen)
My daughter -- to a negro!

(The clatter of horses hoofs burst about the house and sharp orders are heard)

Lynch
(Laughing wildly, and sneeringly)
Come! Come! This is the hour for song, laughter and congratulations. So you clothd the leper with the robes of a king - well, the king's soldiers are at the door!

Stoneman
(Rising)
I have been a fool. A fanatic. I have warmed a black viper to life. He has turned a stung me. But he shall not bite my child.
(Raises revolver, his finger on trigger, to shoot it in the air)

Lynch
(To Stoneman)
My God, will you kill your own child?

Stoneman
Sooner than see her in your arms - by God, I will.

(Before Stoneman can fire, the door is flung open and the room swams with Clansmen)

Ben

(Levelling his revolver at Lynch)

Hold!

Stoneman

(Dropping his revolver on the table)

The Klan! The Klan!

(Ben uncovers and Elsie is led in by a Clansman)

Elsie

(To Stoneman)

Father!. !

(Falls hysterically into his arms R C. While Stoneman responds with broken exclamations of joy)

Ben

(To Stoneman)

Will you appealmto the President against us again, sir?

Stoneman

Yes - one more appeal - that the army be withdrawn and water be allowed to find its own level.

Elsie

(Throwing herself ~~intoxhisxarms~~ into his arms)

Ben!

C U R T A I N

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Blessing slaves
Proclamation against
Receiving money for slaves
Cameron home before war - Short c
Preaching in North
Stevens home in North. Young man going
Young Stevens arrives South - short
Wife quotes - How long this work
Old Cameron reading - If Lincoln elected c
Lincoln Election - That means war
Same news in North
U.S. House of Reps - Southern congressmen
Signing call for volunteers - Lincoln - Seward - Lincoln's shot - prayer
South - Southern - Farewells - March away
North - Soldiers marching away
3 years later - Suffering in South - Home
Northern soldiers farmers dreaming
Lincoln studying
South - Women giving up everything
Lee - last day of confederacy - famine - destitution
Company wagon at cross roads - Col Wolthall
March - charge - Union men turn - Repulse
Shot down - Two boys die together.
Southern ladies waiting
Northern lady waiting
Nigger in the jungle
The dead in the battle field
Second charge - cry for water - flag in Cameron's mouth
Hospital at Wash - Ben - Elsie - Mother
Lincoln's office - Receiving visitors newsboys
Mother and Elsie in -
Back to hospital -
Cameron at home sick -
Mother leaves - Ben leaves, Bids Elsie goodbye

Mother home meets girls and father
Walthall home - Kitchen Cordh calls
Stonemans - Lydia - Summer - Lydia meets him
Camerons - in garden - faithful Nelse - bride of Cameron
Ford's theatre - Lincoln assassinated
Camerons get news
Stoneman hailed as King - Lydia happy - Lynch
House of Reps - speeches on Franchise - Lydia - Lynch
Stoneman in Nate - carried
Elsie's home - Stoneman sick - Elsie - Lydia - Lynch
Stonemans go South
Lynch arrives in South - Gus -
Union League ~~office~~ grow - next day picnic
Stoneman arrives South - meet Cameron - Lynch
Negro meeting - franchise - Stoneman
Loon stuff - Nelse - Ben
Negroes - for franchise -
Election -
Niggers parading - White indignant - Stone
Cameron has news
Nelse whipped by niggers - nigger killed
Nelse tells Cameron
Lynch elected Lt. Gov
Loon stuff - Ben Elsie - Engaged
Nigger in short Klu Klux garment
Take garment to Stoneman - Elsie told
Ben meets Elsie - garment - Jilts him

MONTGOMERY COUNTY MUSEUM OF HISTORY
TRAGEDY MUSEUM

Cameron home - Ben comes - Shows garment to Sister
~~Would go off~~ Ben out

~~Sister~~ goes to spring - Gus - ~~suicide~~
~~Ben back~~ and peaches
Claw of beast - suicide
Ben discovers Bloch - sister
Young Stoneman - Miss Cameron
Stoneman learns news and tells family -
Wallhall & Klu Klux find Gus
Gus thrown on Lynch's steps -
Lynch tells Stoneman
Martial law
Nigger shot ~~the~~ young Stoneman - escapes
Cameron hiding garments - ~~for~~ Observed
Dr. Cameron arrested
Rescue -
Ben back - follows
Margaret tells Elsie
Lynch and Elsie - love stuff
Wagon breaks down
Deserted house. Young Stoneman joins them
Niggers storm house
Ben gathers Clan
Lynch sings Elsie - Stoneman in
House stormed - Clan to rescue
Clan ~~to rescue~~ of Elsie
Lynch off with Elsie stopped
armory - Niggers surrender

Methods and Influence of the Union League.
Documentary History of the Reconstruction by W.L. Fleming. Vol. 2 - P. 22. Testimony of a Lawyer in North Carolina.

There have been a great many lawless acts committed by the Loyal Leagues - the burning of barns, the destruction of cattle, horses and mules. The Leagues are chiefly composed of negroes and low white people. In the county adjoining the one in which I live, within the last eighteen months, there have been a great many outrages committed - burning of barns and dwelling - houses.

Those persons who had been arrested said that their directions to burn them had come from the city of Raleigh, from the chief leader in Raleigh. The League is governed in the most remarkable manner, controlled from one end of the State to the other. At our last congressional election a candidate was run on that side whose name had not been mentioned previous to the day of the election, that I had heard, or that had been heard by a great many others, yet there was an almost unanimous vote throughout the whole district for that person on the part of the Radical party or League.

Several gentlemen told me that they were in danger of their lives; that they were informed by some of the Leaguesmen that they were to be killed; that they were to be hanged; and that the manner in which it was to be done was detailed; that there were several men who were to be punished, just about the election or before the election.

If there had been no Loyal League in North Carolina, there would have been no Ku-Klux, in clubbing together the white people there. Still the negroes operate upon each other, so that one dare not depart from the ranks; they are arranged yet in a solid Phalanx."

P. 24. Vol. 2 of above. Statement of a Conservative.

The negroes in my country had three places where they were meeting at night and drilling. One place was their League house. They were stationing their sentinels on the Highways and were halting white people on the roads, and not allowing them to go by.

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Union League

Statement of a Conservative

They were all armed. They had half a dozen League rooms in our city - several at least - and they were under the control of very bad men adventurers. A great many had got hold of muskets, and had organized in companies and battalions. This was another reason urged for the whites not going to the polls, that it might lead to a war of races.

The election of 1868 came on. The white people did not go to the polls. But the negroes marched to the polls by battalions, armed with muskets and stepping to the beat of drums. They stacked their arms around the polls, some standing guard.

There was great confusion and in the evening, in Montgomery, they got on the rampage, and commenced firing their guns, the balls whistling through the houses and lots. They continued it in the night until Colonel Crittenden, the Federal Commander, being afraid of the results, disarmed them as far as he could reach them. But many remained in the outskirts of the town firing their guns.

Taken from same source as above

RMA.

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Women's dresses for O'Briens picture

$5 for Whitehead

Running ~~st~~ of Conscience tonight - Titles

Tomorrow's work

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BIRTH OF A NATION script notes

In conversation with Lillian Gish, July 12, 1967, looking at these notes, she was quite positive that these must have been Jimmie Smith's (Griffith's cutter) notes made during the production to guide him in the cutting.

Eileen Bowser

NO PUBLICATION WITHOUT PERMISSION
MUSEUM OF MODERN ART

1915

David Wark Griffith

Discouragement because of the attitude of the theatrical managers, who would not or could not see his ideas of dramatic art, was the cause of David Wark Griffith deserting the stage and going into motion pictures, where, in the course of a few years, he has risen to such a point that today he is conceded to be the foremost figure in the motion-picture world.

Seven years ago Mr. Griffith completed an engagement as leading man for Nance O'Neil. He had made a thorough study of the drama and knew the works of the old masters. He was anxious to see the American stage improved. Mr. Griffith was years ahead of the theatrical managers in his conception of to what truly great heights the drama could be carried. His idea of the drama was poetical and beautiful. He had the natural artist's capacity for seeing where, with a merely slight touch of artistry and realism, commonplace incidents in the mediocre stage vehicles could be so raised that they could be made into beautiful dramatic situations, appealing to artistic sense rather than to love of sensationalism.

He wished to add new touches of beauty and art to the stage. He desired to revolutionize the old order of the cheap melodrama. Mr. Griffith thought, with Keats, that a thing of beauty is a joy forever, and where could it be better applied than to the American stage?

Owing to his what then seemed visionary ideas, he was ridiculed by the powers that were in the theatrical world. It was at this time that Mr. Griffith wrote a play, in which he embodied his ideas of what he considered to be the essential qualities of drama, which he deemed were wanted by the theater-going public. It was called "The Fool and a Girl." Into the manuscript he wrote in detail the acting and expression he wished carried out. This play, in point of artistic finish and new dramatic tone, was far ahead of what at that time were considered the classic dramas. It was new.

The play was purchased and Mr. Griffith had visions of seeing it produced with all his new and novel embellishments carried out in full. But it was only a vision. The producers cut and slashed the play until the only thing that remained by which it could be identified was the title and a piece of the skeleton of the action, which embraced only a small fraction of the original manuscript. Mr. Griffith protested vigorously to the theatrical managers who were putting on the play. He tried to instill into their minds that they were destroying the very heart of the play. He protested that all the really artistic qualities that he had written into the manuscript were gone, and that which remained was nothing more or less than ordinary stage junk, which had been common property behind the footlights for half a century.

Mr. Griffith was advised rather curtly that the same old ideas and the same old plays were making money, and that he had better let his wild ideas die a natural death. The theatrical managers were reaping a golden harvest, and they wanted nothing new. Their conception of what was beautiful and what was artistic had been handed down from theatrical managers to theatrical managers, with the result that commercialism flourished at the expense of art.

Mr. Griffith offered to write a new play and make a present of it to the theatrical managers if they would stage it as he wrote it, but his offer was refused. The theaters were making money, was the answer of the powers that be in the theatrical world to his argument. Thus art clashed with commercialism, and, as it always has been and probably always will be, art was defeated—another play stripped of its innovations.

"The Fool and a Girl" failed. It was produced in Washington, D. C., by James K. Hackett, with Fannie Ward playing the title role. Hackett wished to see the play put on as Griffith wrote it, but he was powerless to do so. Mr. Griffith, before going to Washington, attempted to have the play produced in New York, but could not even secure a hearing.

With the failure of "The Fool and a Girl" Mr. Griffith despaired of ever being able to convince the theatrical managers of his ideas of art in drama. He then determined to see what he could do in motion pictures. He had learned a lesson in so far as dealing with directors was concerned. He concluded to start in the moving-picture business at the bottom and then await his opportunities for putting his dramatic touch into motion pictures—the touch that had been denied him on the stage

Mr. Griffith started to work as an extra actor at a salary of $5 a day. He soon graduated into the salary class, thence to assistant director, and lastly to director. In the meantime he was studying the motion-picture business day and night. He absorbed knowledge of its technique like a fresh blotter on an ink spot. He saw where the motion pictures presented a greater field for his ideas than the restricted stage. It was when he became a director that he revolutionized the motion pictures, which at this time (1908) were in their crudest stage.

He cast aside all ideas of precedent. One by one he tore down and cast aside customs, which at that time were adhered to in a sort of a religious zeal by the men who at this period were considered the pioneers of the industry.

The something new that Mr. Griffith failed to instill into the legitimate stage he gradually worked into motion pictures. His progress was one constant fight. Like the progress of all pioneers, men who see farther than the average person, he was forced to fight his way to the goal at which he aimed. His employers fought his methods because they felt they were the actions of a fanatic.

He invented the cut-back, the close-up, changed the pictures from living caricatures to pictorial dramas.

His remarkable rise from an extra actor to the foremost figure in the motion-picture industry furnishes a striking example of what brains, ambition, pluck and an indomitable will, combined with a sense of the artistic, will accomplish. Today he is

D. W. GRIFFITH.

general manager and director-in-chief for the Reliance and Majestic film companies, where he draws a salary in excess of $100,000 a year, besides sharing a large percentage in the earnings of these organizations.

The special features he has produced include "Judith," "Home, Sweet Home," "The Escape," "The Avenging Conscience" and "The Battle of the Sexes." These productions are the only motion pictures that have been reviewed and criticised by the higher-class dramatic critics, with the same care and forethought that they accord to legitimate stage plays. Mr. Griffith's productions are the only pictures containing all the essentials of true dramatic art, which pictures must contain in order to receive recognition at the hands of dramatic critics.

A short time ago Mr. Griffith saw Fannie Ward, who was the leading figure in his "The Fool and a Girl." She told him that had the producers the foresight to put on "The Fool and a Girl" exactly as it was written the play would have made a fortune.

SPECIAL FEATURE REPORT WEEK ENDING 1/3/15

"HOME SWEET HOME"

BUSINESS REPORTED

Rentals This Wk.	$ 902.75		
Previously	31,152.67	$ 32.055.42	
Collections this Wk.	$ 742.80		
Previously	28,234.06	28,976.86	
BALANCE OUTSTANDING			$ 3,078.56

CASH STATEMENT

Collections as Above			$ 28,976.86
Less			
20 % This Wk.	$ 148.56		
Previously	5,646.80	$ 5,795.36	
DISBURSEMENTS THIS WK.			
Reel Life Adv. 1/2/15	$ 34.00		
25 slides(Excelsior)	3.00		
500 Imprints	.30		
Salary & Expenses (Hadfield)	34.46		
Poster Mounting(Mutual)	1.20		
	$ 72.96		
Previously	6,478.88	$ 6,551.84	$ 12,347.20
NET CASH FOR DISTRIBUTION			$ 16,629.66
PREVIOUSLY DISTRIBUTED			16,108.38
NET FOR PAYMENT TODAY TO MAJESTIC			$ 521.28
Production Cost			$ 20,368.14
Total Paid			16,629.66
Balance Unpaid			$ 3,738.48

Dated 1/19/15

Los Angeles, Cal.
January 6th,1915.

D. W. Griffith, Esq.,
Alexandria Hotel,
Los Angeles, California.

Dear Sir:-

Confirming my statements to your Mr. Carl Sternlov regarding the oil possibilities of your property on Pacoima Creek, two miles northeast of San Fernando, I would say the following:

The formations involved in the geology of this region consist entirely of the Fernando formation, of upper Miocene and lower Pliocene age. The beds are largely conglomerates, sandstones, clayey shales,and minor amounts of hard shale. The following sequence, in descending order, is found extending from your ranch to an outcrop in the oil sand at the power-line towers on the point of the hill west of Lopez Canyon.

Sandstone & conglomerate,	2,000 ft.±
Shale,	300 "
Conglomerate,	500 "
Shale and sandstone,	300 "
Sandstone and conglomerate,	150 "
Conglomerate,	100 "
Shale,	100 "
Alternating oil sand and sandy shale, 50 to	100 "

The oil sand in general is coarse-grained and of such a character as to make a good reservoir for the accumulation.

The structure in the region is very simple, consisting of a great monocline of north-dipping beds, the dips varying from 20° in the oil sand at the south end of the section, to over 60° in the beds immediately east of your ranch house. The average dip is probably between 50° and 60° throughout the region. The low dip in the oil sands is due,in part at least, to a creep of the formations down the crest of the ridge in which they are exposed. The same oil sands in the first canyon east of Lopez Canyon dip 60° toward the north.

The oil possibilities of the region have been partly tested by a well which is being drilled in the first canyon

east of Lopez Canyon. This well starts down just above the conglomerate which overlies the shale and oil sand and, according to reports, has been sunk to a depth of over 2,000 feet. I visited the well yesterday and from surface indications, believe that they have encountered some oil of fair quality. The conditions at this location are not as good as they are on your property because of the steeper dips near this well as compared with the somewhat lower dips to the west.

I have drawn a diagram illustrating the relations which I believe to exist between the outcropping oil sands near the power-line towers and the south line of your property. By locating a well one hundred feet or so north of your south line and as near the foot of the hill as possible, I believe that you will encounter the oil-sand zone at a depth from 700 to 1000 feet. Judging by the well previously mentioned, your well should secure a fair yield of good-quality oil. The structure is not ideal for oil accumulation in this region, and for that reason I would not arouse your hopes for big wells nor the highest quality of oil. Under the present market conditions for oil, I would not deem the drilling of your well advisable unless you have a local market for your oil that will bring you over sixty cents at the well. However, there are so many factors entering into a decision as to whether or not one should drill in a fairly favorable locality like yours, that the ultimate decision will have to rest with you.

In case you decide to drill, I would advise your starting down with a 15-inch stovepipe casing, carrying this as far as you can conveniently, and then reducing the hole to 12½-inch. This should be carried, say, to 500 or 600 ft., where it should be cemented in case many water sands are encountered above. Ten-inch casing should then be carried down to the shale bed,which occurs just above the oil sand, and here firmly cemented and thoroughly tested to see that the water is entirely shut off. Do not enter the oil sand until you are absolutely certain that the water is shut off. You will probably have from 50 to 100 feet of oil sand in the well and, with a careful test, you will be able to determine the future possibilities of your property.

To sum up, I would say that you have a good location for the development of small producers of a medium-grade oil. I am enclosing herewith several photographs which will elucidate certain points regarding this report.

Yours very truly,

Ralph Arnold

RA:G

404 Fay Bldg
6517 Broadway
72304 ret.
Mr Hurd

RECONNAISANCE REPORT

ON OIL PROSPECT AT GRIFFITH RANCH

SAN FERNANDO VALLEY

BY

W.L.WATTS, LOS ANGELES 1915-----

Reconnaissance Report

on Oil prospect at Griffith Ranch

San Fernando Valley

by W.L.Watts Los Angeles I9I5----------

From the reconnaissance I made at the Griffith Ranch my opinion is as follows--- Although I found no fossils in any of the Geological formations I examined on this Ranch the character of the Conglomerate Shales & Sandstone there exposed indicates that the formation belongs to that portion of the pliocene which in Southern California are known as the Fernando Series , this series of rocks yield valuable quantities of oil in the Wittier & Los Angeles Oil fields About I000 south of the Griffith Ranch strata of dry oil sand , probably 50 ft. in thickness crop out ; these strata dip to the E.of N. at an angle of about 20 deg. ,a sample of this sandstone taken from the surface showed 4% of bituminous matter . The rocks exposed between the outcrop of oil sand & the south line of Griffith Ranch are principally shale & conglomerate , they dip to the N.E.at an angle of about 50deg. Following the strike of the sandstone in a S.E.direction it is found to crop out at several places to the east of Lopez Canyon , distance one half to three quarters of a mile to the Griffith Ranch , about three quarters of a mile south east of the Griffith Ranch a well has been drilled , it is said, to a depth of 2000ft. It is claimed that valuable quantities of oil were struck in this well but that it is now choked with tools & other material which have been dropped into the well . The tools rope & derrick as seen at the well give evidence that considerable quantities of oil must have been struck . At the time of my visit a small quantity of oil & water was being bailed from the well . It is a black oil having a specific gravity of about I5 deg. B. The oil that had accumulated in the sump hole was heavier, probably I2 deg.B. The oil appears to be derived from a

stratum of oil sand which dips to the N.E. at an angle of about 60 deg. A sample of this oil sand taken from the out crop contained about 4% of bitumen , this oil sand is rather finer grained than that which crops out to the South of the Griffith Ranch . A few hundred feet south of this outcrop a second stratum of oil sand is exposed , this resembles the oil sand seen to the south of the Griffith Ranch , further south there is a third stratum of dry oil sand . These oil sand strata extend in a N.W.direction towards the Griffith Ranch & the oil sand outcrop to the south of it .

The strata exposed to the south of the Griffith Ranch dip at a less angle than do the atrata exposed to the south of the oil well , for this reason the Griffith Ranch & vicinity would be a more favorable locality at which to drill than is the spot at which the oil well is situated .

In my judgment there is a reasonable probability of obtaining oil in valuable quantities at the Griffith Ranch & vicinity

Since the oil sands exposed are all dry oil sands i.e. not accompanied by any live seepage of petroleum it is unlikely that shallow wells would prove remunerative , the prospect wells should be so located as to strike the oil sands at a depth of about I000 ft.

Any oil field that might be developed at the Griffith Ranch would extend across the breadth , not through the length of the Ranch , for this reason before drilling the prospect well it would be advisable to secure options covering adjacent territory through which any oil line developed at the Griffith Ranch would extend .

W. L. Watts

SPECIAL FEATURE REPORT WEEK ENDING 10-15

"HOME SWEET HOME"

BUSINESS REPORTED

Rentals this Wk.	$ 494.01		
Previously	32,055.42	$ 32.549.43	
Collections this Wk.	728.23		
Previously	28,976.86	29,705.09	
BALANCE OUTSTANDING			$ 2,844.34

CASH STATEMENT

Collections as above			$ 29,705.09
Less			
20 % this Wk	$ 145.64		
Previously	5,795.36	$ 5,941.00	

DISBURSEMENTS THIS WEEK

Reel Life Adv. 1/9/15	$ 14.00		
12 Photos (Waller)	.36		
Salary & Exp.(Hadfield)	27.40		
	41.76		
Previously	6,551.84	6,593.60	12,534.60

NET CASH FOR DISTRIBUTION	$ 17,170.49
PREVIOUSLY DISTRIBUTED	16,629.66
NET FOR PAYMENT TODAY TO MAJESTIC M.P.CO.	$ 540.83

PRODUCTION COST	$ 20,368.14
TOTAL PAID	17,170.49
BALANCE UNPAID	$ 3,197.65

Dated 1/25/15

SPECIAL FEATURE REPORT, WEEK ENDING 1-17-15.

"HOME SWEET HOME"

BUSINESS REPORTED			
Rentals This Wk.	$ 565.30		
Previously	32,549.43	$ 33,114.73	
Collections this Wk.	$ 358.18		
Previously	29,705.09	30,063.27	
BALANCE OUTSTANDING			$ 3,051.46
CASH STATEMENT			
Collections as above			$ 30,063.27
Less			
20 % this Wk.	$ 71.63		
Previously	5,941.00	$ 6,012.63	
DISBURSEMENTS THIS WEEK			
Reel Life Adv. 1/16	$ 14.00		
Titles (Premier)	.90		
Salary & Exp. (Hadfield)	28.11		
	$ 43.01		
Previously	6,593.60	$ 6,636.61	$ 12.649.24
NET CASH FOR DISTRIBUTION			$ 17.414.03
PREVIOUSLY DISTRIBUTED			17,170.49
NET FOR PAYMENT TODAY TO MAJESTIC			$ 243.54
PRODUCTION COST			$ 20,368.14
TOTAL PAID			17.414.03
BALANCE UNPAID.....			$ 2.954.11

Dated 1/30/15

SPECIAL FEATURE REPORT WEEK ENDING 1-24-15

"HOME SWEET HOME"

BUSINESS REPORTED

Rentals this Wk.	$ 296.80		
Previously	33,114.73	$ 33,411.53	
Collections this Wk.	$ 502.45		
Previously	30,063.27	30,565.72	
BALANCE OUTSTANDING			$ 2,845.81

CASH STATEMENT

Collections as Above			$ 30,565.72
Less			
20 % this Wk.	$ 100.49		
Previously	6,012.63	$ 6,113.12	

DISBURSEMENT THIS WEEK

Reel Life Adv.1/23/15	$ 14.00		
80 Prints(F.Walter)	19.00		
Poster Mounting(Mutual)	3.96		
Salary & Exp.(Hadfield)	26.90		
	$ 63.86		
Previously	6,636.61	$ 6,700.47	$ 12.813.59

NET CASH FOR DISTRIBUTION	$ 17,752.13
PREVIOUSLY DISTRIBUTED	17.414.03
NET FOR PAYMENT TODAY TO MAJESTIC	$ 338.10
PRODUCTION COST	$ 20,368.14
TOTAL PAID	17,752.13
BALANCE UNPAID	2,616.01

Dated 2/8/15

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THIS PAPER WRITING WITNESSETH:

That there has this day been issued under date of December 15th, 1913, to D. W. Griffith, certificates Nos. 17 and 18 for one hundred shares each of the preferred capital stock of the Cascadian Spring Water Company; and to W. R. Oglesby, certificates Nos. 19 and 20 for one hundred shares each of said preferred stock.

That all the preferred stock of said company heretofore issued and now outstanding will be returned to the treasurer of the Company for cancellation and cancelled. It is hereby represented by each to the other of the signers of this agreement that none of the preferred stock issued to them has been sold to anyone else and is now ready for delivery up for cancellation in compliance with the terms of this agreement.

That all claims against the Cascadian Spring Water Company of D. W. Griffith and W. R. Oglesby, whether for moneys advanced, whether evidenced by notes, bonds or mortgages or otherwise, or for any cause whatever, are hereby cancelled and discharged.

That said D. W. Griffith or W. R. Oglesby are not indebted to the said Company in any way for any cause whatever.

That D. W. Griffith owns thirty seven and one-half shares of the Common Capital Stock of said Company and Linda Griffith twelve and one-half shares, and that W. R. Oglesby owns fifty shares of the Common Capital Stock of said Company.

Dated at New York January 27th 1915.

W. R. Oglesby
D. W. Griffith

SPECIAL FEATURE REPORT WEEK ENDING 1-31-15

"HOME SWEET HOME"

BUSINESS REPORTED

Rentals this Wk.	$ 361.10		
Previously	53,411.53	$ 53,772.63	
Collections this Wk.	$ 463.25		
Previously	30,565.72	31,028.97	
BALANCE OUTSTANDING			$ 2,743.66

CASH STATEMENT

Collections as above			$ 31,028.97
Less			
20% this Wk.	$ 92.65		
Previously	6,113.12	$ 6,205.77	

DISBURSEMENTS THIS WK

Reel Life Adv.1/30/15	$ 14.00		
20 Cuts (Amer Press)	5.80		
Salary & Exp.(Hadfield)	15.75		
	$ 35.55		
Previously	6,700.47	$ 6,736.02	$ 12,941.79

NET CASH FOR DISTRIBUTION	$ 18,087.18
PREVIOUSLY DISTRIBUTED	17,752.13
NET FOR PAYMENT TODAY TO MAJESTIC M.P.	$ 335.05
PRODUCTION COST	$ 20,368.14
Total Paid	18,087.18
Balance Unpaid	$ 2,280.96

Dated 2/16/15

MAJESTIC MOTION PICTURE COMPANY

ASSETS & LIABILITIES

JANUARY 31st, 1915.

A S S E T S

Cash on Hand and in Bank		6448.42
Accounts Receivable		31866.62
Investments - Greenwich Litho Co Stock	1300.00	
Mutual Film Corp'n Stock	91550.00	92850.00
Special Features		41322.54
Studio Equipment-California	6298.04	
New York	7566.19	13864.23
Exploitation & Negatives		44350.00
Inventory		40293.18
Goodwill		40000.00
		310994.99

L I A B I L I T I E S

Accounts Payble - New York	58358.60	
Mutual Film Corp'n Assessment A/c	674.49	58933.09
Notes Payable		12000.00
Reserve - Income Tax		117.80
Capital		120000.00
Surplus		119944.30
		310994.99

MAJESTIC MOTION PICTURE COMPANY

SURPLUS

JANUARY 31st, 1915

C R E D I T S.

January 1st, 1915 By Balance	107536.07	
Profit for month of January	12408.23	
SURPLUS BALANCE		119944.30

MAJESTIC MOTION PICTURE COMPAny.

PROFIT AND LOSS

JANUARY 31st, 1915.

C R E D I T S

Dividends received on Mutual Film Corp'n Stock	3204.25
Feature Revenue	120.52
	3324.77

C H A R G E S

Payment to Motion Picture Patents Company	569.70
	2755.07
PROFITS FOR JANUARY	9653.16
Net Profit for January, transferred to SURPLUS	12408.23

MAJESTIC MOTION PICTURE COMPANY

TRIAL BALANCE

JANUARY 31st, 1915

	DEBIT	CREDIT
Capital Stock		120000.00
Surplus		119944.30
Goodwill	40000.00	
Profit & Loss		
General Cash	1123.90	
Reserve Cash	75.00	
Los Angeles Studio Cash	5195.66	
Acc.Rec.Current	12030.55	
" " Western Import-London	1550.92	
" " Mfgrs.Exchange-Chicago	52.52	
" " Deferred	5964.15	
" " D.W.Griffith Co	10695.85	
" " Continental F.F.Co	200.00	
" " Prepay Express Charges	233.72	
Imar the Servitor	7919.69	
Home Sweet Home	2179.65	
Avenging Conscience	12856.92	
Woman & the Law	15057.56	
Ruy Blas	3308.72	
Inventory	40293.18	
Exploitation & Negatives	44350.00	
Investment-Greenwich Litho Co Stock	1300.00	
" Mutual Film Corp'n "	91550.00	
Studio Equipment-California	6298.04	
" " New York	7566.19	
Petty Cash	53.86	
Acc.Pay.Feature Revenue		17874.10
" " H.E.Aitken-Current Acc		454.07
" " Reliance M. P. Corp'n		2603.97
" " Miscellaneous		5040.24
" " Mutual Film Corp'n		13679.55
" " Mutual Assessment		674.49
" " Income Tax Reserve		117.60
" " Special-H.E.Aitken		1300.00
" " " Mutual Film Corp'n		17306.67
Notes Payable-H.E.Aitken		10000.00
" " Thanhouser Film Corp'n		2000.00
Acc.Rec.H.E.Aitken	1138.91	
	310994.99	310994.99

MAJESTIC MOTION PICTURE COMPANY

STATEMENT OF ACCOUNTS RECEIVABLE

JANUARY 31st, 1915.

Current	12030.55	
Western Import-London	1550.00	
Mfgrs.Exchange-Chicago	52.52	
Deferred	5964.15	
D.W.Griffith Co	10695.85	
H.E.Aitken	1138.91	
Continental F.F.Corp'n	200.00	
Prepay Expressage	233.72	31866.62

MAJESTIC MOTION PICTURE COMPANY

STATEMENT OF ACCOUNTS RECEIVABLE--

continued

JANUARY 31st, 1915

SPECIAL FEATURES

Imar the Servitor	7919.69	
Home Sweet Home	2179.65	
Avenging Conscience	12856.92	
Woman & the Law	15057.56	
Ruy Blas	3308.72	41322.54

MAJESTIC MOTION PICTURE COMPANY

INVENTORY

JANUARY 31st, 1915.

UNRELEASED NEGATIVES-NEW YORK

20 Negatives subject to Revenue @ 40.00	800.00	
Posters	760.55	1560.55

UNRELEASED NEGATIVES-CALIFORNIA

Old Fashioned Girl	1 reel		1150.63	
Double Deception	1 "		1083.54	
Bill #16	1 "		949.75	
His Last Deal	1 "		993.55	
How Hazel Got Even	2 "		2078.10	
Music hath Charms	1 "		1008.98	
Man & his Work	1 "		1446.26	
Lost Lord Lovell	2 "		2104.03	
Bill #17	1 "		863.94	
Farm Folk	1 "		874.40	
Man with a Record	2 "		1653.11	
Above Par	1 "		1050.55	
Costly Exchange	1 "	Partly	643.26	
Bobby's Bandit	1 "	"	649.56	
His Return	1 "	"	683.29	
Minerva's Mission	2 "	"	891.55	
Temperance Lesson	1 "	"	266.63	
Lost House	4 "	"	6634.91	
The Outcast	4 "	"	6598.81	
Enoch Arden	4 "	"	4555.76	
26 Sample Prints @ 40.00			1040.00	
Negative Stock on Hand 15800' @ 3¢			474.00	
Positive " " " 16710' @ .0265			442.83	
Chemicals (4-7 portion of 1043.36)			596.20	38732.63
				40293.18

MAJESTIC MOTION PICTURE COMPANY

STATEMENT OF INCOME AND PROFIT AND LOSS

JANUARY 31st, 1915.

SALES			
Film	56835.32		
Posters	4372.55		61207.87
DEDUCT COST OF SALES			
Inventory January 1st,1915	30633.76		
Purchase of Stock			
Positive	17902.14		
Negative	2020.00		
Printing & Developing	6517.53		
Poster Printing	3210.06		
	60283.49		
Less Inventory January 31st	40293.18	19990.31	
ADMINISTRATION EXPENSE-NEW YORK			
Executive Salaries	1025.00		
Office Salaries	140.00		
Telegrams	.26		
Legal Services	100.00	1265.26	
SELLING EXPENSE-NEW YORK			
Advertising	730.40	730.40	
PACKING & SHIPPING-NEW YORK	58.36	58.36	
PRODUCTION EXPENSE-CALIFORNIA			
Salaries Directors	5301.68		
" Stock	7215.00		
" Extra Actors	5313.00		
" Camera Men & Asst's	2084.01		
" Prop.Men with Dir.	585.01		
" Prop. & Scenic Dept	1746.50		
Rentals of Props	707.38		
Purchase of small Props	285.24		
Lumber & Compo Board	224.94		
Misc.Material for Scenery	132.79		
Regular Auto Hire	929.16		
Special " "	651.50		
Auto Truck Salaries & Expenses	351.81		
Camera Repairs & Rentals	231.98		
Still Pictures	184.02		
Heat Light & Power	136.31		
Express Freight & Cartage	8.99 CR.		
General Labor & Watch Service	114.00		
Studio Rent	150.00		
Outside Lunches	236.65		
" Production Expenses	26.00		
Locations	252.90		
Wardrobe Salaries & Expenses	225.53		
Misc.Expenses	243.44		
Scenarios Bought	540.00		
Forward	27749.86	22044.33	61207.87

FORWARD	27749.88	22044.33	61207.87
Scenario Salaries & Expenses	1015.46		
Cutting Salaries & Expenses	681.77		
Studio Repairs & Alterations	134.30		
Titles	334.68		
Plumbing & Sanitary Equip.	100.00	30016.07	
ADMINISTRATION EXPENSE-CALIFORNIA			
Executive & Office Salaries	419.00		
Printing & Office Supplies	86.49		
Telephone & Postage	28.85		
Telegrams	66.13		
Legal Services	35.00		
Adv. & Publishing	154.45	779.92	
		52840.32	
MANUFACTURING REVENUE	2330.53		
MANUFACTURING EXPENSE			
Manufacturing Salaries	1578.70		
Chemical	278.50		
Water	14.20		
Repairs & Renewals	39.11		
Heat, Light & Power	117.21		
Misc.Sup.& Expenses	78.00	2105.72	
LESS Manufacturing Revenue	224.81		
London Royalty	1060.80	1285.61	51554.71

PROFIT FOR MONTH OF JANUARY - - - - - 9653.16

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SPECIAL FEATURE REPORT WEEK ENDING 2-7-15.

MUSEUM OF MODERN ART NEW YORK

"HOME SWEET HOME"

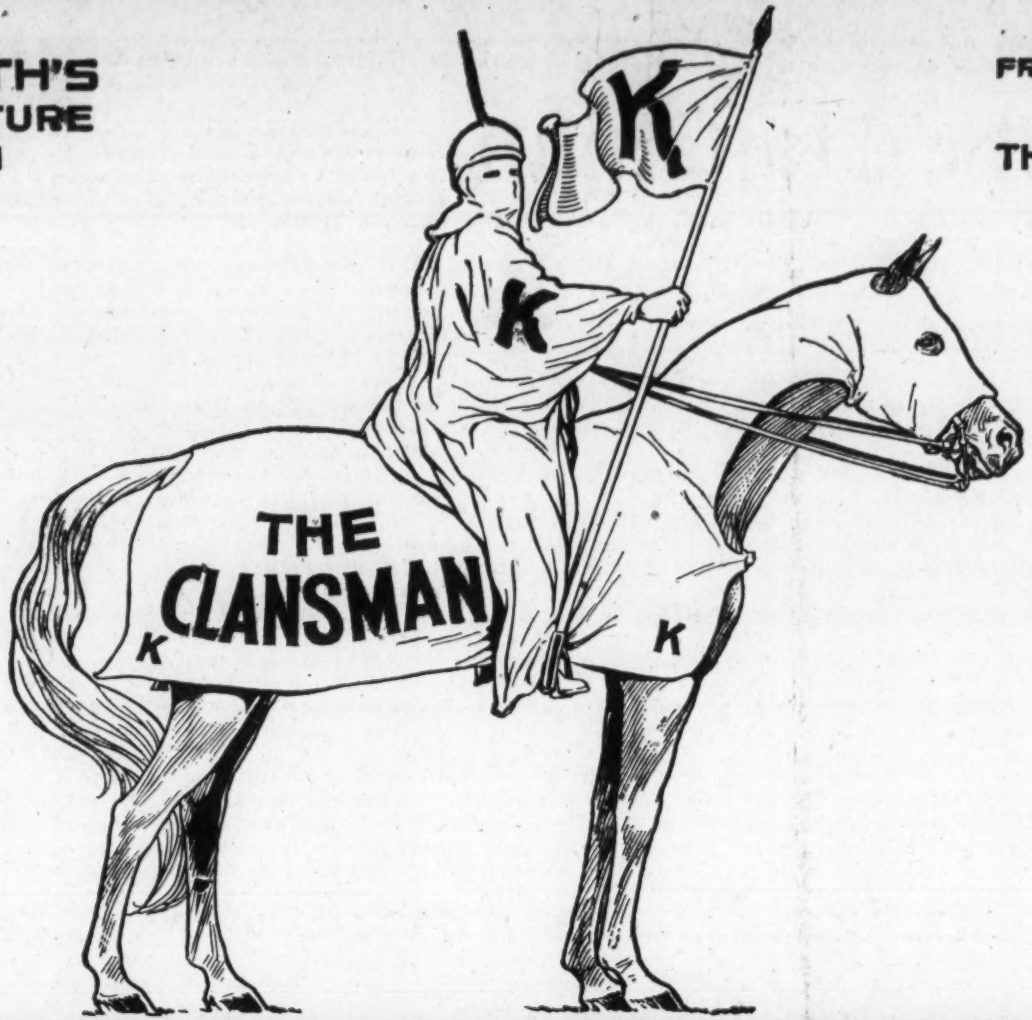
BUSINESS REPORTED			
Rentals This Wk.	$ 389.65		
Previously	33,772.63	$ 34,162.28	
Collections this Wk.	$ 352.75		
Previously	31,028.97	$ 31,381.72	
BALANCE OUTSTANDING			$ 2,780.56
CASH STATEMENT			
Collections as above			$ 31,381.72
Less			
20% This Wk.	$ 70.55		
Previously	6,205.77	$ 6,276.32	
DISBURSEMENTS THIS WEEK			
Reel Life Adv. 2/6/15	$ 14.00		
25 Slides (Excelsior)	3.00		
Salary & Expenses(Hadfield)	42.16		
	$ 59.16		
Previously	6,736.02	$ 6,795.18	$ 13.071.50
NET CASH FOR DISTRIBUTION			$ 18,310.22
PREVIOUSLY DISTRIBUTED			18.087.18
NET FOR PAYMENT TODAY TO MAJESTIC			$ 223.04

PRODUCTION COST		$ 20,368.14
	TOTAL PAID	18.310.22
	BALANCE UNPAID	$ 2.057.92

DATED 2/23/15

D.W. GRIFFITH'S
STARTLING PICTURE
PRODUCTION

FROM THE NOVEL
BY
THOS. DIXON, JR.



The Clansman

PHOTO-DRAMA IN TWELVE REELS——Amplified from the famous novel of Thomas Dixon, Jr., produced by D. W. Griffith, the world's foremost motion picture director——*The Greatest motion picture ever staged*——Cost $500,000——Required seven months to stage it——Includes most spectacular battle scenes ever enacted

The motion picture production of *The Clansman,* D. W. Griffith's greatest achievement, deals more broadly, on its historical side, with the life of the American nation than does the play or book by Thos. Dixon, Jr., on which it is based. It presents a problem which is still unsolved in the South—the problem of race conditions, and if it also conveys to the mind the ravages of war, it is to the end that war may be held in abhorrence and universal peace promoted.

The Clansman photo-drama deals with the American Civil War and the Reconstruction period. It shows the causes that led up to this conflict and carries the spectator through the war and the revolution that followed. It treats impartially the causes for which each side was struggling and indicates the political conditions in both the North and the South during these struggles. Directed by D. W. Griffith, the world's foremost motion picture producer, it represents the very acme of art and realism in motion pictures. Twelve reels are required to show this wonderful production. As an absorbing and intensely thrilling dramatic story of the lives and loves of typical northern and southern families, it reaches the highest pinnacle of photo-play achievement thus far attained by any producer in the world.

In *The Clansman* photo-drama are shown the most spectacular battle scenes ever staged. Field telephones, couriers, flag signals, signals by mirrors, and even a captive balloon were all utilized in staging *The Clansman.* No general on the European battlefield has made better use of the modern appurtenances of war than did Mr. D. W. Griffith, in staging the battle scenes for *The Clansman.* These were not used in the picture as part of the army equipment, but were simply utilized by Mr. Griffith in staging the scenes. He used 1915 methods to better represent the methods of 1861-65. The battlefield stretched for a length of two miles. At one end of the field, a tower 100 feet in height was erected. Mr. Griffith directed the movements of the army from this place of vantage. At the rear of both armies telephone wires were strung. The opposing forces represented the northern and southern troops during the Civil War.

At a distance of every fifty yards a telephone operator was stationed with a receiver strapped to his ear. The telephone wires were connected with the tower. At Mr. Griffith's elbow was an ex-army officer. When the director desired a certain part of the infantry to advance or fall back, the cavalry to charge, or the artillery to shell a certain position, he "gave the order" to the officer at his side. This officer transmitted it by telephone to the operator located at the point where Mr. Griffith desired the movement to take place. The operator then gave the command to the officer in charge of the troops at that point with the result that the military manœuvres were executed with only an instant's delay after leaving the mouth of Mr. Griffith. In staging the battle scenes Mr. Griffith had three West Point army officers, a regiment of the National Guard and a dozen or more G. A. R. veterans to assist him.

One of the battle scenes shows the siege before Petersburg. These G. A. R. veterans took part in the original battle and they assisted Mr. Griffith in laying out the trenches. The soldiers in the battle scenes were thoroughly instructed in military tactics before tak-

D. W. GRIFFITH COLLECTION
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ing part of the battles. The battle scenes, which take but a few moments to run through the camera, cost hundreds of thousands of dollars and are the costliest pieces of film ever taken in the history of motion pictures.

The history of the South during the reconstruction period, immediately following the war, showing the organization of the famous Ku Klux Klan and its motives, presents one of the most interesting periods in the history of the United States. This is realistically shown in *The Clansman.* Three thousand of these famous white-hooded riders are shown in their spectacular rides.

The cost of producing *The Clansman* was $500,000 and seven months were required in staging it. Twenty-five thousand soldiers are shown in action. Hand to hand infantry conflicts, cavalry charges and artillery duels are graphically depicted. Artillery duels in which explosive shells are used for the first time in motion pictures are shown in *The Clansman.* These shells are hurled from the same huge mortars that were used by the Federal army during the Civil War. These cannon were borrowed from the U. S. Government for the occasion.

The question of securing artillery became quite a problem. It would have been a comparatively easy matter to secure modern cannon, but to get the artillery used during the Civil War was quite a task. Modern cannon in a Civil War battle would have been a farce. Mr. Griffith insisted that Civil War cannon be obtained and after considerable red tape, these were finally borrowed from the U. S. Government. The explosive blank shells used in the mortars were constructed especially for these big guns by an expert fireworks manufacturer. Each of these shells cost $75 and more than 500 of them are used in the battle scenes.

A well known college professor worked six months digging up historical data for *The Clansman.* Historically and technically *The Clansman* is perfect.

The assassination of President Lincoln by John Wilkes Booth, is one of the principal features of this attraction. R. A. Walsh, who plays the part of Booth, was compelled to rehearse the assassination scene 26 times before it was done to the satisfaction of Mr. Griffith. Walsh made the jump from the President's box in the theatre to the stage below, a distance of 13 feet, alighting on his hands and knees, each time that he rehearsed the scene.

The interior of the historical Ford's Theatre of Washington, where the assassination took place, is the most gorgeous theatre scene ever staged. This scene is an exact replica of Ford's Theatre, with the same characters on the theatre stage as were there the night that the assassination took place. The old-fashioned gas footlights used during this period are in evidence.

CAST

Benjamin Cameron	*Henry Walthall*
His sister Florence	*Mae Marsh*
His sister Margaret	*Miriam Cooper*
Mrs. Cameron	*Josephine Crowell*
Dr. Cameron	*Spottiswoode Aitken*
Austin Stoneman	*Ralph Lewis*
His daughter Elsie	*Lillian Gish*
His son Phil	*Elmer Clifton*
His second son	*Robert Harron*
Silas Lynch	*George Siegmann*
Gus	*Walter Long*
Lydia Brown	*Mary Alden*
Abraham Lincoln	*Joseph Hennaberry*
Charles Sumner	*Sam de Grasse*
General Lee	*Howard Gaye*
General Grant	*Donald Crisp*
Jake	*William de Vaull*
Cyndy	*Jennie Lee*

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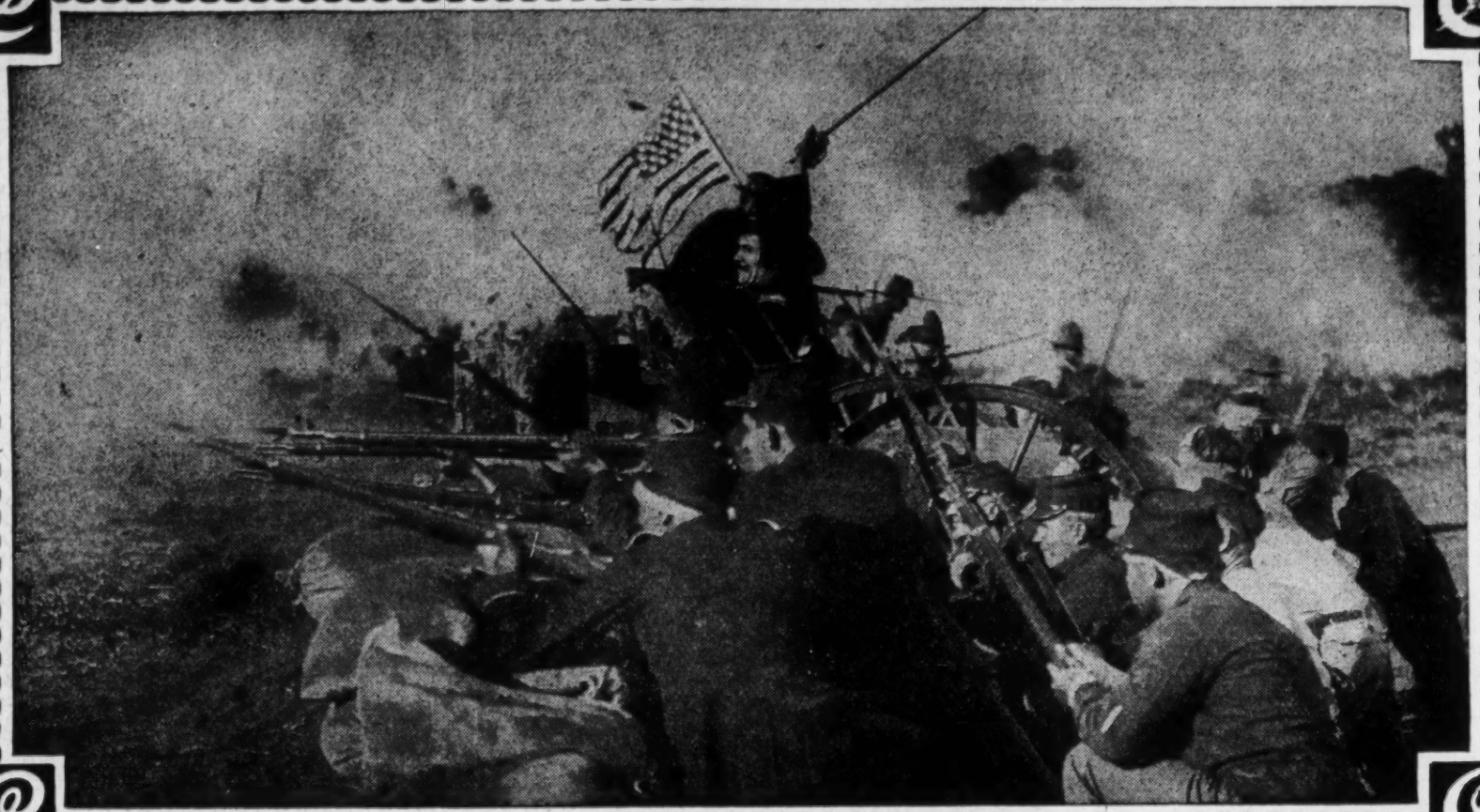

Alles Printing Co., 224 E. 4th St., Los Angeles

B Y - L A W S

OF

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ARTICLE I.

Sec. 1. ANNUAL MEETINGS. -- The annual meeting of stockholders for the election of Directors for the ensuing year and for such other business as may properly come before the meeting, shall be held at the office of the Company in the Borough of Manhattan, City and State of New York, on the second day of January of each year, at two o'clock in the afternoon of that day, and should the second day of January fall upon a Sunday or a legal holiday, then upon the first day thereafter not a legal holiday. The Secretary shall serve personally or send through the Post Office, at least ten days before such meeting, a notice thereof addressed to each stockholder at his last known Post Office address, and publish notice thereof as required by law. At all meetings of stockholders, except where it is otherwise provided by law, it shall be necessary that stockholders representing in person or by proxy a majority of the capital stock shall be present to constitute a quorum. In case a quorum shall not be present at any meeting, a majority of those present may adjourn the meeting to some future time for the transaction of such business for which the same may have been called.

Sec. 2. SPECIAL MEETINGS. -- Special meetings of stockholders, other than those regulated by statute, may be called at any time by the President or a majority of the Directors upon ten days' notice to each stockholder of record, such notice to contain a statement of the business to be transacted at such meeting and to be served personally or sent through the Post Office, addressed to each such stockholder of record at his last known Post Office address.

The Board of Directors shall also in like manner call a special meeting of stockholders, whenever so requested in writing by stockholders representing not less than one-third of the capital stock of the Company.

No business other than that specified in the call for the meetings shall be transacted at any special meeting of the stockholders.

Sec. 3. VOTING. -- At all meetings of the stockholders, each stockholder, in person or by proxy, shall be entitled to cast one vote for each share of stock standing in his or her name in the transfer books of the company at least ten days preceding the meeting; and at all elections of directors of the company, each stockholder shall be entitled to as many votes as shall equal the number of his shares of stock multiplied by the number of directors to be elected, and that he may cast all of such votes for a single director or may distribute them among the number to be voted for, or any two or more of them, as he may see fit. All proxies shall be in writing and shall be filed with the Secretary at or previous to the time of meeting.

Sec. 4. ORDER OF BUSINESS. -- At all meetings of stockholders the following order of business shall be observed, so far as consistent with the purposes of the meeting, viz.:

1. Call of Roll.
2. Report of proper notice of meeting.
3. Reading minutes of preceding meeting, and action thereon.
4. Report of President.
5. Report of Secretary.
6. Report of Treasurer.
7. Report of Committees (if any).
8. Election of Directors.
9. Unfinished business.
10. New business.

ARTICLE II.
DIRECTORS.

Sec. 1. NUMBER. -- The affairs of the business of the Company shall be managed by a Board of four Directors who need not be stockholders, and at least one of such Directors shall be a resident of the State of New York.

Sec. 2. HOW ELECTED. -- At the annual meeting the four persons receiving a plurality of the votes cast at the election held thereat, shall be Directors for the ensuing year.

Sec. 3. TERM OF OFFICE. -- The term of office of

each of the DIrectors shall be one year and thereafter until a successor be elected.

Sec. 4. DUTIES OF DIRECTORS. -- The Board of Directors shall have the control and general management of the affairs and business of the Company and may delegate said control and general management of the business affairs of the company to its President or other officer or General Manager. Such Directors shall in all cases act as a board, regularly convened by a majority thereof, and they may adopt such rules and regulations for the conduct of their meetings and the management of the company as they may deem proper, not inconsistent with these by-lawsand the laws of the State of New York.

Sec. 5. DIRECTORS' MEETINGS. -- Regular meetings of the Board of Directors shall be held at such times that the Board shall designate. Special meetings of the Board of Directors may be called by the President. Special meetings must be called by the President, the Vice-President or the Secretary upon the written request of two Directors.

Notice of special meetings of the Board of Directors, shall be given by service upon each Director in person or by mailing to him at his last known Post Office address, at least two days before the date therein designated for such meeting, including the day of mailing of a written or printed notice thereof signed by the Secretary, specifying the time and place of such meeting.

In the case of special meetings, such notice shall specify the business to be brought before the meeting and no business other than that specified in such notice shall be transacted at any special meeting.

At any meeting of the Board of Directors a majority of the whole number of Directors shall constitute a lawful quorum for the transaction of business; but in the event of a quorum not being present, a less number may adjourn the meeting to some future time not more than twenty days later.

At all meetings of the Board of Directors, each Director is to have one vote, irrespective of the number of shares of stock of this Company that he may hold.

At any meeting at which every member of the Board of Directors shall be present, though held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

Sec. 6. VACANCIES. -- Whenever any vacancy shall occur in the Board of Directors by death, resignation or otherwise, the same shall be filled without undue delay at a special meeting of the board of directors, which shall be called for that purpose. Such special meeting shall be held within sixty days after the occurrence of such vacancy. The persons chosen shall hold office until the next annual meeting or until his successor shall be chosen at a special meeting of the shareholders.

Sec. 7. REMOVAL OF DIRECTORS. -- Any one or more of the Directors may be removed, either with or without cause at any time by a vote of the stockholders holding two-thirds of the stock, at any special meeting called for the purpose or at the annual meeting.

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ARTICLE III.
Officers.

Sec. 1. NUMBER OF OFFICERS. -- The officers of the Company shall be a President, a Vice-President, a Treasurer and a Secretary, but the person holding the office of Treasurer may also hold that of Secretary. The President and the Vice-President shall be directors of the Company.

Sec. 2. ELECTION OF OFFICERS. -- The officers of the Company shall be chosen annually by the Board of Directors immediately after the election of each new Board and shall hold office until their successors are duly chosen and qualified.

Sec. 3. REMOVAL OF OFFICERS. -- Any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board provided not less than Directors vote in favor of such removal.

Sec. 4. THE PRESIDENT. -- The President shall:-

a. Preside at all meetings of the Board of Directors.
b. Call to order and act as temporary chairman at all meetings of stockholders.
c. Present at each stockholders stated meeting a report of the condition of the business of the company.
d. Order the regular and special meetings of the stockholders and Directors in accordance with these by-laws.
e. Appoint and remove (subject to the approval of the Board of Directors) all servants, agents and employees of the company, other than the Vice-President, Secretary and Treasurer, and shall fix their compensation, subject to like approval of the Board of Directors.
f. Make and sign all contracts and agreements, subject to the approval of the Board of Directors, and see that they are properly carried out.
g. See that the books, reports, statements and certificates required by the statutes under which this company is organized are properly kept, made and filed according to law.
h. Sign all certificates of stock of the Company.
i. Countersign all checks, notes, drafts, or bills of exchange drawn by the Treasurer.
j. Enforce these by-laws.
k. Do and perform all acts incident to the position of President, or which are authorized or required by law.

Sec. 5. THE VICE-PRESIDENT. -- The Vice-President shall, during the absence or inability of the President, do and perform all the duties of the President as set forth in these by-laws or in the acts under which this Company is organized, and when so acting shall have all the powers and be subject to all the restrictions thereby given to or imposed upon said President.

Sec. 6. THE SECRETARY. -- The Secretary shall:-

a. Keep the minutes of the meetings of the Board of Directors and of the stockholders in appropriate books.
b. Give and serve all notices of the Company.
c. Be custodian of the records and of the seal and affix the latter when required.
d. Keep the stock and transfer books in such a manner as to show at any time the amount of capital stock, the manner and the time the same was paid in, the names of the owners thereof, alphabetically arranged, and their respective places of residence and their Post Office addresses, the number of shares owned by each and the time at which each person became such owner, and keep such stock and transfer books open daily during the usual hours of business at the office of the company, subject to the inspection of any stockholder or judgment creditor of the Company, and permit such stockholder or judgment creditor of the Company to make extracts from said books to the extent and as prescribed by law.
e. Lay before the Board of Directors at their stated meetings all communications addressed to him officially by the President or any officer or shareholder of the Company.
f. Attend to all correspondence and perform all the duties incident to the office of Secretary.

Sec. 7. TEMPORARY SECRETARY. -- In the absence or disability of the Secretary, the Directors may appoint a Secretary pro tem., who shall have the powers and be subject to the responsibilities of the Secretary for so long as the Board may direct.

Sec. 8. THE TREASURER. -- The Treasurer shall:-
a. Have the care and custody of and be responsible for all the funds and securities of the Company and deposit all such funds in the name of the Company in such a bank as the Directors may designate.
b. Sign all checks, drafts, and orders for the payment of money, which shall be countersigned by the President, and to pay out and dispose of the same under the

direction of the President.

c. Exhibit at all reasonable times his books and accounts to any Director or stockholder of the Company upon application at the office of the Company during business hours.

d. Countersign all certificates of stock signed by the President.

e. Render a statement of the condition of the finances of the Company at each stated meeting of the Board of Directors, if called upon so to do, and a full financial report at the annual meeting of the stockholders.

f. Generally perform all the duties appertaining to the office of Treasurer.

Sec. 9. TEMPORARY TREASURER. -- In absence or disability of the Treasurer, a majority of the Board of Directors may appoint a Treasurer pro tem., who shall have such powers during the absence of the Treasurer as shall be given him by the Board of Directors.

Sec. 10. TREASURER'S BOND. -- The treasurer shall, if required by the Board of Directors, give to the Company such security for the faithful discharge of his duties as the Board may direct.

Sec. 11. VACANCIES, HOW FILLED. -- Should any vacancy occur by death, resignation or otherwise, the same shall be filled without undue delay by the Board of Directors, at a special or regular meeting.

Sec. 12. The funds of the Company shall be under the control of the Board of Directors and may be kept on deposit with such depositories as the Board of Directors may select, and shall be subject to withdrawal in such manner as said Board shall determine.

ARTICLE IV.

Sec. 1. INSPECTORS OF ELECTION. -- Two Inspectors of Election shall be elected at each annual meeting of stockholders to serve for one year, and in the case of the refusal or inability of either or all of them to act, or his or their absence at the time of election, the meeting may appoint another or others to act in his or their place.

But the Inspectors of the first election of Directors and of all previous meetings of the stockholders shall be appointed by the Board of Directors named in the certificate of Incoprcation. No director shall be eligible to election as Inspector. Every Inspector shall, before entering upon the discharge of his duties, be sworn to faithfully execute the duties of Inspector at such meeting with strict impartiality and according to the best of his ability, and such oath shall be subscribed by him and immediately filed in the office of the Clerk of the County in which such election or meeting shall be held with a certificate of the result of the vote taken thereat, as provided by Section 28 of the Stock Corporation Law. An Inspector need not be a stockholder.

ARTICLE V.

Sec. 1. AUDIT COMMITTEE. -- The Board of Directors may appoint annually two of its members as an Audit Committee whose duties shall be to audit the accounts of the Treasurer previous to the annual meeting and at such times as the Board of Directors may authorize.

ARTICLE VI.
The Seal.

Sec. 1. -- The seal of the Corporation shall be as follows:-

ARTICLE VII.
Certificates of Stock.

Sec. 1. DESCRIPTION OF STOCK CERTIFICATE. -- The

certificates of stock shall be numbered and registered in the order in which they are issued. THey shall be bound in a book and shall be issued in consecutive order therefrom, and in the margin thereof shall be entered the name of the person owning the shares therein represented, with the number of shares, and the date thereof.

Such certificates shall exhibit the holder's name and the number of shares. They shall be signed by the President and countersigned by the Treasurer and sealed with the seal of the Company.

Sec. 2. TRANSFER OF STOCK. -- The stock of the corporation shall be assignable and transferrable on the books of the Company only by the person in whose name it appears on said books, or by his legal representatives. In case of transfer by attorney, the power of attorney duly executed and acknowledged shall be deposited with the Secretary. In all cases of transfer, the former certificate must be surrendered up and cancelled before a new certificate is issued.

No transfer shall be made upon the books of the Company within ten days next preceding the annual meeting of the shareholders.

Sec. 3. LOST CERTIFICATES. -- If the holder of any stock shall lose the certificate thereof, he shall immediately notify the Company of the facts and the Board of Directors may then cause a new certificate to be issued to him, subject to the deposit of a bond in such form and with such sureties as the Board may require.

ARTICLE VIII.
Dividends.

The Board of Directors shall by vote declare dividends from the surplus profits of the Company whenever in their opinion the condition of the Company's affairs will render it expedient for such dividends to be declared by them. The transfer book shall be closed at least ten days previous to the date of the payment of the dividends.

ARTICLE IX.
Bills, Notes, Etc.

All bills payable, notes, checks or other negotiable instruments of the Company shall be made in the name of the Company and shall be signed by the Treasurer and countersigned by the President or Vice-President.

No officer or agent of the Company, either singly or jointly with others, shall have the power to make any bill payable, note or check or other negotiable instrument or endorse the same in the name of the Company, or contract or cause to be contracted any debt or liability in the name or on behalf of the Company, except as herein expressly prescribed and provided.

ARTICLE X.
Amendments

These by-laws may be altered, amended or added to by an affirmative vote of the stockholders representing two-thirds of the whole capital stock at an annual meeting or at a special meeting called for that purpose provided that a written notice shall have been sent to each stockholder of record at his last known Post Office address at least ten days before the date of such annual or special meeting, which notice shall state the alterations, amendments, or changes which are proposed to be made in such by-laws. Only such changes as have been specified in the notice shall be made.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

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Not used

First meeting of the incorporators and subscribers of the Epoch Producing Corporation held at the office of Albert H. T. Banzhaf, Room 1507, 2 Rector Street, in the City, County and State of New York, on the c day of February 1915, at 12 o'clock noon.

Mr. Banzhaf, one of the subscribers to the certificate of incorporation and the capital stock of this company called the meeting to order and stated the object thereof.

On motion duly made, seconded and carried, Mr. Banzhaf was duly nominated Chairman of the meeting, and on vote taken was duly elected to occupy such position.

On motion duly made, seconded and carried, Mr. Weiss was nominated Secretary thereof, and on vote was duly elected to occupy such position.

Each accepted his respective office and discharged the duties thereof till the close of the meeting.

There were present in person the following subscribers to the capital stock.

Messrs. William P. Scully,
Fred Francis Weiss,
-and-
Albert H. T. Banzhaf.

On motion duly made, seconded and carried, the roll of incorporators and subscribers was called by the Secretary, and each of the above incorporators and subscribers were present, showing that the total number of shares subscribed were present in person.

The Chair then declared that five shares of the capital stock were represented, and the meeting was completely organized and competent to proceed to the transaction of business.

The Secretary then presented and read a waiver of notice of time and place of holding the present meeting

signed by the incorporators and subscribers to the capital stock of the company.

On motion duly made, seconded and carried, the same was ordered on file.

The Secretary then presented and read to the meeting a copy of the certificate of incorporation of the company and reported the same had been filed in the office of the Secretary of State on the 8th day of February 1915, and that the organization tax on the authorized capital stock of the company had been paid to the State Treasurer, to wit: the sum of $62.50, and that a receipt therefor had been given and that a duplicate original of said certificate of incorporation, together with said receipt, had been filed and recorded in the office of the Clerk of the County of Ulster on the day of February 1915, in which County the principal office and place of business of said corporation is to be located, and that all the fees for filing and recording the said certificate had been duly paid.

On motion duly made, seconded and carried, it was

RESOLVED, That said report be accepted as correct, and that the Secretary be requested to cause a copy of such certificate to be filed with the minutes.

On motion duly made, seconded and carried, the by-laws of the company, which were read by the Secretary, were duly adopted, and the Secretary was instructed to place the same on file with the minutes.

It was duly moved, seconded and carried, that the principal office of the corporation be established in the town of Eddyville, Ulster County, New York, and that the New York office of the corporation be located at Room 420 in the Longacre Building, corner of 42nd Street and Broadway, City of New York.

On motion duly made, seconded and carried, it was

RESOLVED, that the company proceed to carry out the business for which it was incorporated.

The Chairman then stated that this company was

organized for the purpose of acquiring the ownership of the motion picture photo-play known as "The Clansman" or "The Birth of a Nation" from the various owners thereof; that said picture had been produced by the David W. Griffith Corporation, under the auspices of the Majestic Motion Picture Company, and had been financed by Mr. Aitken and Mr. Griffith, representing various investors, pursuant to agreements with said various investors whereby it was agreed that out of the first receipts received from the production of said picture the said investors were to be reimbursed for the amounts actually invested, and that thereafter, out of the net profits, 25% of the receipts were to be paid to Thomas Dixon, as royalties, pursuant to contract had with said Dixon, and the balance of said net profits was to be divided between the David W. Griffith Corporation and the said investors.

The Chairman further stated that arrangements had been made whereby the said investors had agreed to sell their respective rights to this corporation , subject to the rights of Thomas Dixon and the David W. Griffith Corporation, to this company for full paid non-assessable stock of the company, so that each investor was to receive one share of stock for every One hundred ($100) dollars of money or property actually paid over to defray the cost of production of the said picture.

After due consideration and deliberation, of the aforesaid report of the Chairman, the following resolution was duly seconded and carried:

WHEREAS, this company was incorporated for the purposes set forth in the Certificate of Incorporation; and

WHEREAS, it was the intention of the incorporators, among other things, to purchase and acquire the entire ownership of the phot-play known as "The Clansman" or "The Birth of a Nation" from the respective owners thereof, subject to the rights of Thomas Dixon and the D. W. Griffith Corporation; and

WHEREAS, said respective owners have agreed to sell

their respective interests in and to said photo-play, subject to the aforesaid rights of the David W. Griffith Corporation and Thomas Dixon, as evidenced by the several contracts submitted to this meeting; and

WHEREAS, it appears, after due consideration and investigation, that it is necessary and advantageous and for the best interests of this company that it acquire and purchase from the said respective owners all their interest in and to said photo-play, subject to the rights of the David W. Griffith Corporation and Thomas Dixon, and that the consideration mentioned in said offer is the fair value thereof;

NOW, THEREFORE, BE IT RESOLVED:

That this company accept the offer of said respective owners of said photo-play as stated by the Chairman, and that said statement of the Chairman, together with a copy of this resolution be referred to the Board of Directors, and that we hereby authorize and direct our said Board of Directors to effect the purchase and acquisition of the respective owners of their respective rights in and to said photo-play, subject to the rights of the David W. Griffith Corporation and Thomas Dixon, and cause to be issued therefor, in the proper form, pursuant to the laws of the State of New York, stock of this company, full paid and non-assessable, to the extent of the actual money or property paid in by said respective investors to defray the cost of production of said picture, so that each owner or investor is to receive one share of stock of this company for every One hundred ($100) Dollars of cash or property actually invested by said respective owners, provided that the judgment of the Board of Directors of this company concur in our opinion of the value of the property to be purchased.

Upon motion duly made, seconded and carried, the meeting was adjourned.

SPECIAL FEATURE REPORT WEEK ENDING 2-14-15

"HOME SWEET HOME"

BUSINESS REPORTED			
Rentals This Week.	$ 316.55		
Previously	34,162.28	$ 34.478.83	
Collections This Wk.	$ 354,25		
Previously	31,381.72	31,735.97	
BALANCE OUTSTANDING			$ 2,742.86
CASH STATEMENT			
Collections as above			$ 31,735.97
Less			
20% this Wk.	$ 70.85		
Previously	6,276.32	$ 6.347.17	
DISBURSEMENTS THIS WK.			
Reel Life Adv. 2/14/15	$ 14.00		
Salary (Hadfield)	15.75		
	$ 29.75		
Previously	6,795.18	$ 6,824.93	$ 13,172.10
NET CASH FOR DISTRIBUTIONS			$ 18.563.87
PREVIOUSLY DISTRIBUTED			18.310.22
NET FOR PAYMENT TODAY TO MAJESTIC			$ 253.65

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PRODUCTION COST		$ 20.368.14
	TOTAL PAID	18.563.87
	BALANCE UNPAID	$ 1,804.27

DATED 2-23/15

NEW YORK, Feb-17-1915

Mr Albert Banghart

TO EDWARD A. JARVIS, DR.

MECHANICAL ENGINEER

TELEPHONE 2360 JOHN — 95 WILLIAM STREET

	For preparing application for patent for Motion Picture Cameras and two sheets of drawings Charles Uebelmesser (Inventor)	35	—	

NEW YORK, Feb 18 1915

Mr Albert Banghart

TO EDWARD A. JARVIS, DR.

MECHANICAL ENGINEER

TELEPHONE 2360 JOHN

95 WILLIAM STREET

	Preparing Application for Patent and drawings re Uebelmesser Vinetoscope	35 —			

Société des
Etablissements Gaumont

SOCIÉTÉ ANONYME · CAPITAL : 3.000.000 DE FRANCS

ADRESSE TÉLÉGRAPHIQUE : ELGÉFILMS

SERVICE DES AGENCES

TÉLÉPHONE 414-23

Paris, le 11 Septembre 1909

12, Rue des Alouettes

Monsieur Charles UEBELMESSER.

Monsieur,

Comme nous vous l'avons fait dire par le Directeur de la Société GAUMONT Co de NEW-YORK, nous avons toujours des difficultés pour obtenir une marche régulière de votre système de débobinage, surtout si la pellicule à débobiner n'est pas placée horizontalement.

De plus, nous avons de gros ennuis aussi avec la rayure des bandes, surtout au commencement.

Ne pourriez-vous pas nous documenter, d'une façon très précise, pour que nous puissions éviter ces désagréments, qui nous empêchent de lancer l'appareil dans le public, par la crainte de recevoir des reproches? - N'avez-vous pas eu, de votre côté, des réclamations pour ces mêmes motifs?

Maintenant, nous avons à vous causer de la question: Brevets.

Ne craignez-vous pas que nous ayons des difficultés avec la MILLS NOVELTY de CHICAGO?

Nous savons que cette Société a demandé un Brevet en AMERIQUE le 26 Août 1907, et qu'ensuite elle a profité de la loi d'un an pour prendre, l'année suivante, les mêmes Brevets dans les principaux Pays Européens.

Or, nous constatons que les demandes de Brevets que vous avez faites, justement dans ces Pays, sont postérieures aux dates de demandes de Brevets de la MILLS NOVELTY COMPANY. Dans ces conditions, nous serons exposés à des demandes de dommages et intérêts de la part de la Maison de Chicago.

Ne pourriez-vous pas nous éclairer, d'une façon précise, pour

que nous ~~pourrions~~ puissions répondre à votre concurrent?

Dans nos Contrats, nous voyons que vous avez fait une demande en ALLEMAGNE le 18 Janvier 1909, mais rien nous dit que ce Brevet vous a été accordé; tandis qu'au contraire, la MILLS NOVELTY a obtenu du Patentam Allemand le 21 Avril 1909, un Brevet qui porte bien le déroulement par le centre.

Nous espérons que vous comprendrez toute l'importance de cette demande, et que vous voudrez bien nous renseigner, d'une façon très précise, par un des prochains courriers, sur la validité de vos Brevets dans les différents Pays.

Notre bureau de Brevets constate aussi que la MILLS NOVELTY a demandé en ANGLETERRE, le 18 Octobre 1907, le Brevet pour un appareil se déroulant par le centre, qui lui a été accordé le 31 Décembre de la même année.

A vous lire, veuillez agréer, Monsieur, nos bien sincères Salutations.

SOCIÉTÉ DES ÉTABLISSEMENTS GAUMONT

L'Administrateur Directeur

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

Gaumont Co.

General Agent for the

Societe des Etablissements Gaumont, Paris

124 EAST 25th STREET, NEW YORK

CABLES: Chronophone-New York.
CODE: Lieber's and A. B. C. Fifth Edition.

Telephone 2528 Madison Square

11 September, 1909

Monsieur Charles Uebelmesser

(Translation)

Dear Sir:--

As we have already informed you through the Manager of the Gaumont Co. of New York, we still have considerable difficulties in getting your system of rewinding to work regularly, particularly if the apparatus is not placed absolutely horizontally. Further, we have considerable annoyance with the scratching of films, particularly at the beginning. Could you not give us all possible information that your experience enables you to do, so that we may be able to avoid these difficulties, which prevent us from putting the machine on the market for fear of receiving complaints? Have you not had on your side complaints on these same points? enlarge spool in center of reel

Now we wish to discuss with you the question of patents.

Do you not think that we shall difficulty with the Mills Novelty Co. of Chicago? We know that this Company applied for a patent in America on Aug. 26th, 1907, and that afterwards they took advantage of the law of one year, to take out in the following year the same patents in the principle European countries.

Now, we notice that the applications for patents which you made in these countries are posterior to the dates of applications of the Mills Novelty Co. Under these circumstances it seems to us that we shall be exposed to suits for damages from the Chicago House.

Could you not inform us exactly what we could reply to your competitor?

In our contracts, we see that you made an application in Germany on Jan. 18, 1909, but we do not know whether this patent was granted to you, whereas on the other hand, the Mills Novelty Co. obtained a German patent on April 21, 1909, a patent which contains the system of central rewinding.

Gaumont Co.

NEW YORK

11 September, 1909

C.U. -- #2

We trust that you understand the importance of this inquiry and that you will kindly give us full information, fully detailed, by an early mail as to the validity of your patents in these different countries.

Our Patent Bureau further remarks that the Mills Novelty Co. applied for a patent in England on Oct. 18th, 1907, covering an apparatus for central rewinding, which patent was granted on the 31st of December of the same year.

Trusting to hear from you shortly, we remain,

SOCIETE DES ETABLISSEMENTS GAUMONT

L'Administrateur Directeur

(Signed) L. Gaumont

Oct. 1, 1909 19

The Chas. R. Uebelmesser Co.,

102 Beekman St.,

New York City.

My dear Mr. Uebelmesser:--

I have not yet received the promised letter in reply to Mr. Gaumont's, which I gave to you the other day.

I trust you will not overlook this and that I shall receive this reply shortly, unless you have already sent your letter direct to Paris.

Yours very truly,

H. Blaché

per DW

F. WARREN WRIGHT
COUNSELOR AT LAW
PATENT CAUSES
2 RECTOR STREET - NEW YORK
TEL. RECTOR 2885 2886

April 2nd 1913.

Mr. Charles R. Uebelmesser,

Bayside, Long Island.

Dear Mr. Uebelmesser:-

I enclose herewith copies of the following United States patents granted to you:

913,326	913,328
1,040,468	975,659
989,736	994,042
994,043	994,044
996,952	1,023,053
1,001,098	1,019,929
964,712	851,387
913,327	

Very truly yours,

F. Warren Wright

FWW/MD

enc.

machine

A film sprocket, having a perforated periphery

Means to remove the tension on the film around the apperturing ~~during the time when the film is not~~ and prior to the time before the is received by the receiving roll.

Means to remove the tension on the film around the apperture when the machine or film is not running at normal speed.

Means to exert tension on the film around the apperture, when the film and receiving reel are operating normally

In a film manipulating apparatus a feeding reel, means providet between said feeding reel and a feed sprocket to deliver a free end of film from the reel to said feed sprocket automatically

~~A feed sprocket a apperture~~ means between said feed sprocket and a apperture, to deliver one end of a film from a ~~said~~ feed sprocket to said apperture, means providet between a said feed sprocket and a said apperture, to make form a loop in said film ~~between said feed sprocket and said apperture~~

In a film apparatus manipulating controlled by the film

Means to remove tension on the film around the apperture, when the film ~~is~~ not operating ~~in~~ normally.

In ~~Kinetosc~~ a film manipulating apparatus a cover ~~being~~ closing the apperture means to open and ~~remove~~ said cover when the film and receiving ~~is running at normal speed on reel~~ spool or working in unison and normaly

In a film manipulating apparatus a aperture and a ~~over~~ cover attached thereto means controlled by the film by said cover to ~~close~~ the apperture when the film and receiving spool are not working normally substantially as described

an means to controll the size of the loop in said film

---

a aperture a intermittent sprocket means provide between a intermittent sprocket and a feed sprocket, to deliver one end of a film from a intermittent sprocket to a ~~continuous~~ feed sprocket automatically means to form a loop in said film automatically and means to controll be size of a loop between a intermittent sprocket and a feed sprocket automatically

a feed sprocket, a apperture a intermittent sprocket a feed sprocket, means to deliver one end of a film from the first ~~mentioned~~ feed sprocke ~~pocssed~~ the apperture over the intermittent sprocket to a feed sprocket, mean providet to ~~deliver a free end of a film over said route~~, forming and controlling the necessary loops after leaving the first feed sprocket substantially as described and simultanuosly with the operation of described delivery operation of one end of a film ~~trough~~ over a predescribed route.

reestablish normal action, and means providet opr said sprocket to resume normal speed

In a Kinetoscope, a spindle, a feed sprocket mounted loosely thereon means providet in said sprocket and adyagent thereto, to arest the motion of said sprocket for a predeter minet time, and to reestablish again normal action. should the film become tight.

a delivery sprocket, a loop in a film formed between said sprocket and a apperture, means provided to increase the speed of said sprocket when the loop in the film becomes abnormal means provided to arrest the motion of said sprocket when the loop becomes abnormall and means adapted to pause said sprocket to resume normal ~~and~~

a. Intermittent sprocket a feed sprocket means provided in the feed sprocket to arrest its normal motion should the film ~~become~~ not be delivered normally to said feed sprocket ~~and~~ means provided on said sprocket to reach

a continous frictionaly driven take up shaft a Reel thereon a. feed lower sprocket situated below the in termittent sprocket, means provided on said ~~and~~ ~~sprocket~~ and to allow said sprocket to be driven by the pull of the film going to said take up real and by feed of the sprocket of shaft alternately in combination with and means to stop the action of said lower sprocket and reel for a fixed predetermined time.

a upper sprocket revolving normally
a loop after said sprocket a inter-
mittent sprocket after said loop
and another loop aft the int. sprocket
and another feed sprocket after said
loop and a take up reel after said
lastnamed feed sprocket,
Now the film is pulled by the
upper feed sprocket from a delivery
reel at times this film has damaged
perforation and therefore a insufficient
amount of film is delivered by
said upper feed sprocket causing
the loop to become to small or
(the operator in making the loop by
hand has not provided it large

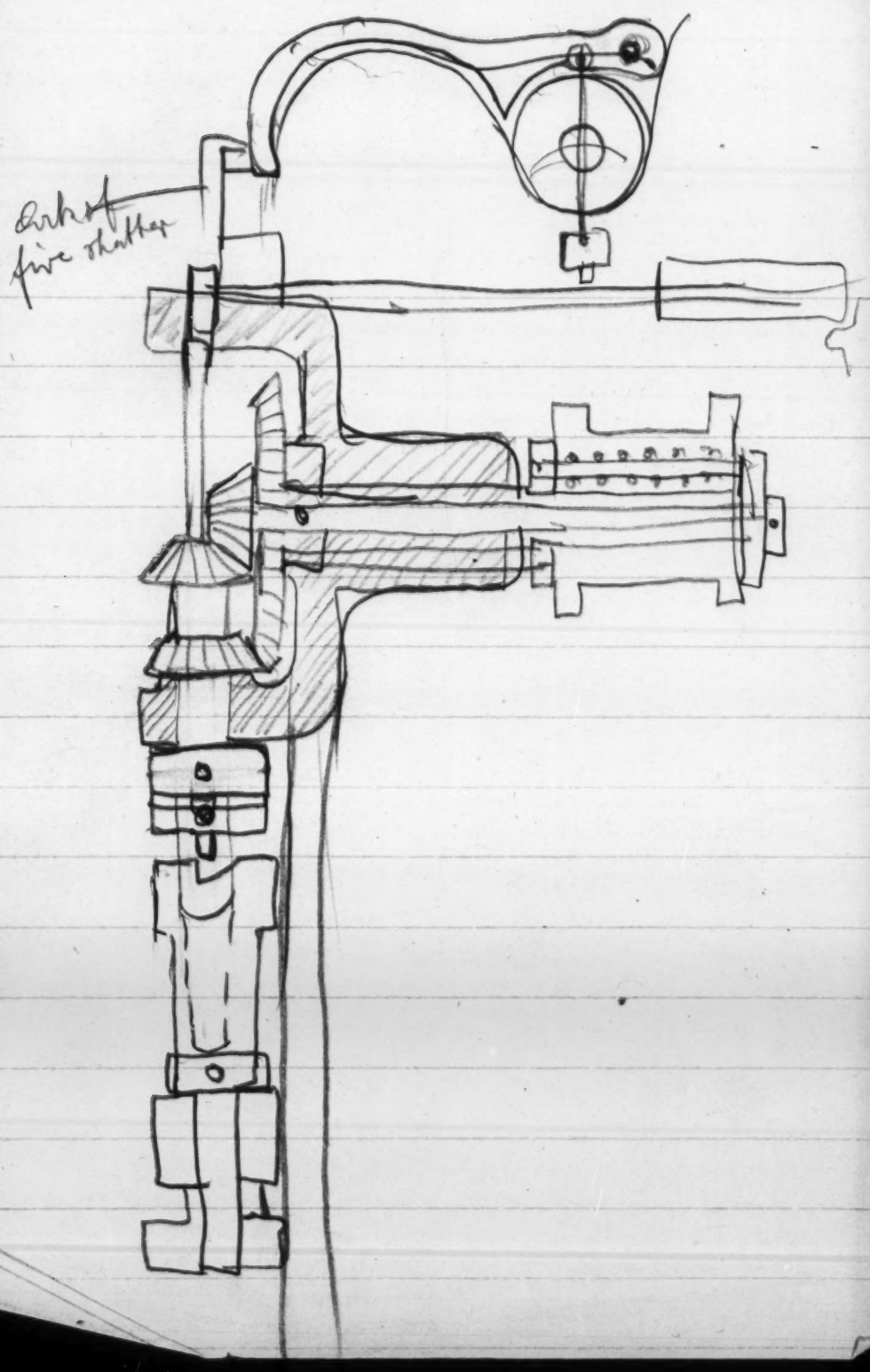
till the pressure of the loopsetter
has ceased, but it does not repair
the upper loop and it enlargement
in any way, so that the operator
has to reset the ~~damage~~ upper
loop anyway and must stop the
machine and consequently interrupt
The object of my invention is to
provide simple means to prevent
the upper loop to become to large
and also to provide means that will increase the film supply
to the upper loop in case it should
have become to small in unison
with a lower film driving mechanism
that will provide means to repair
the lower loop and stop at the

enough so that after passing the appeture the film on the intermittent sprocket exerts a exesive pull on the film and the film is consequently damaged now ~~after~~ on the intermittent sprocket again the film may slips caused by this excessive pull or by defect perforation in said film and in this cas the upper loop becomes abnormally large and the lower loop to small, now their are various means ~~provided~~ in some kinetoscopes to repair this loop partially and in case the shortening of this lower loop has been coursed by a slips on the inter. Spr, the present day means enlarge the loops by a lever presing on the film and disen aging the lower sprocket

same time the upper feed sprocket for a fixed time, during wich the lower sprocket will repair the lower loop without the means of lever presing against said film and ~~at the same time means to~~ in unison with each other and independetly of each other and automatically, without interference of the normal running order of the Apperatus and to provide means to make ~~the~~ an initial Loop when a ~~as~~ the film with a ~~the comen~~ ~~start~~ comences ~~its travel from a Receiving~~ in a kinetoscope between a delivery and a receiving reel

in a Kinetoscope a plurality of feed sprockets, a intermittent sprocket, means to controlled by the film to vary the speed of a feed sprocket for a pre determined time.

In a Kinetoscope having a plurality of feed sprockets means provided to increase the speed of said sprocket without interfering with the normal running order of the rest of the mechanism



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In a Band winding mechanism a positively driven member a loose member thereon, balls interposed between the shaft and loose member, means provided to bring exerting tension against said balls to force them against the loosely mounted member –

Ball cam movement a framing device

A cam, a second member to be driven by a cam, Balls interposed between a cam and another member, for the purpose of transmitting motion from the one to the other –

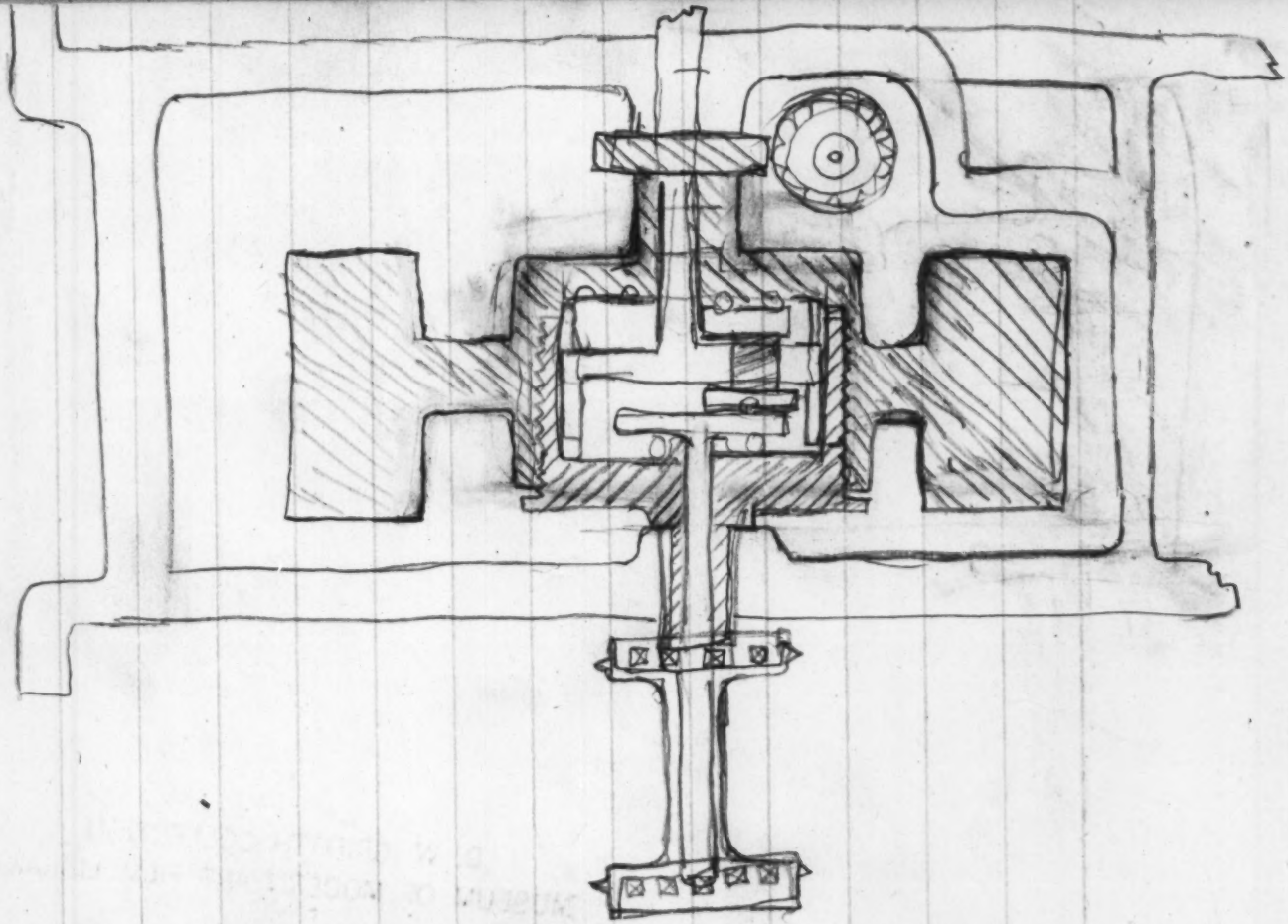
A continous rotary shaft a cam mounted theron, a intermittently rotating shaft mounted near said Cam, balls placed between said Cam and Intermittend shaft, adapted to transmitt a desired motion to the intermittent shaft.

A. Continous rotating shaft a cam mounted thereon, means provided on said cam adapted to receive balls partially, an intermittent shaft, means provided thereon adapted to receive said balls partially. ~~and to secure~~ to controll their position ~~of the ball~~, while the cam is rotating

A. Continuous rotating shaft a cam mounted thereon, grooves provided on said cam adapted to rest against the surface of balls, curves provided in said grooves adapted to force said ball to change their position in the cam, and a intermittent member provided with sockets to hold balls in a fixed position

on said intermittent member.

A continuous rotating shaft, a cam mounted on said shaft, grooves provided on the cam, balls resting against the grooves, adapted to firmly lock the a intermittent member during the desired period of rest, and curves provided on said cam adapted to transmit a desired amount of motion by means of balls to a intermittent shaft.



Chromo - Film

Chromoscope

A, Material having a photographic
digth sensitive Emulsion thereon
a transparent member colored in a design with any of the fundamental colors required to produce an apparently colored
contact with the emulsion;
picture picture by one exposure

A, transparent flexible material, being colored
transparently, with a plurality of
colors, and a photographic emulsion
thereon.

In a photographic camera member carrying light sensitive
emulsion a transparent material, colored
transparently with a plurality of colors
held in closed proximity of said
said emulsion

flexible transparently colored

a flexible ~~band~~ material checkered in red blue and green, in a checkered design of the a sensitive photographic emulsion thereon, adapted to receive exposures passing through the checkered colored portion of the said band material

1) A material having a photographic light sensitive emulsion thereon, a transparent checkered colored screen, held in closed contact with said emulsion, adapted to pass light rays through the colored checkered design to the emulsion.

ing a photogr

in a ~~photographic~~ printing devise
a material carrying a emulsion
a transparent material checkered
with a plurality of colors.

in a priting devise
A transparent material being transparently
checkered with a plurality of colors
and a ~~tigh~~ photographic emulsion
carried by said trasisparent
material.

In a printing devise a transparent
material checkered in a plurality of colors carrying a emulsion, mean
to move ~~such~~ materials through said
printing devise

$\frac{1}{100}$

$\frac{1}{2}$

16 = 12 = 192,00 : 7.50 = 25,6

150

420

375

450

450

256

In a Stereoptiron latern, a transparent ~~member~~ picture, a transparent material held near the picture, said transparent material being checkered with a plurality of colors.

In a stereoptiron having a source of light and a lense and a picture having been taken by means whereby the light rays passed through transparent material being checkered with a plurality of colors, and a transparent member being checkered with a plurality of transparent colors, this checkered screen being placed between the picture and the light source and means to register the screen with the picture. And means to placed the checkered screen between the picture and the Lense

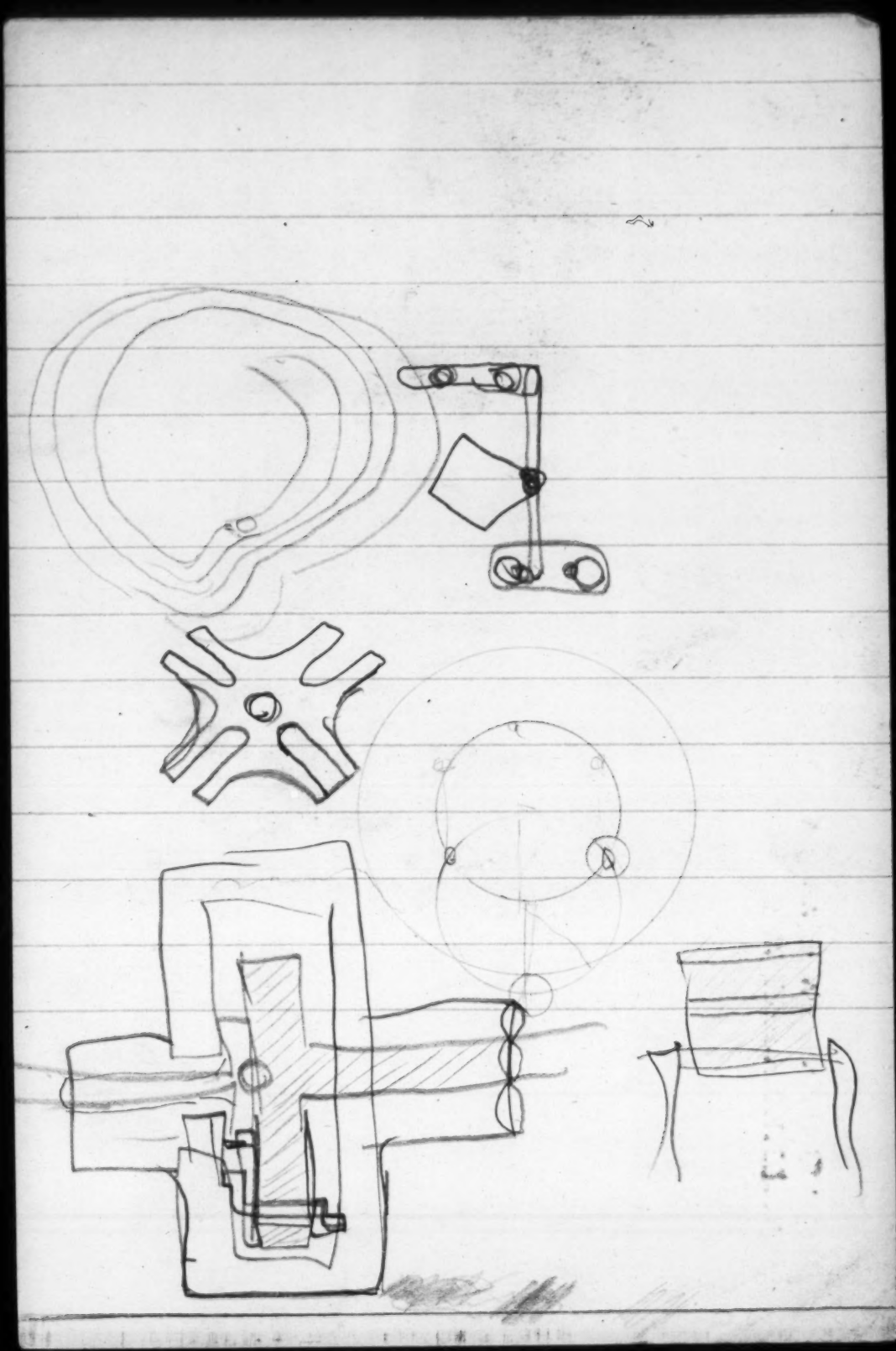
and means to register said screen with the picture.

In a motion picture camera a transparent material, being checkered transparent with a plurality of colors carrying a emulsion, means to deliver said material from a spool to a apperture, means to expose said emulsion to the ligth after such ligth rays have passed trough the side wich is checkered with a plurality of colors

The Use of a material being checkered with a plurality of colors interposed between the Emulsion and the light rays, in a Motion picture camera

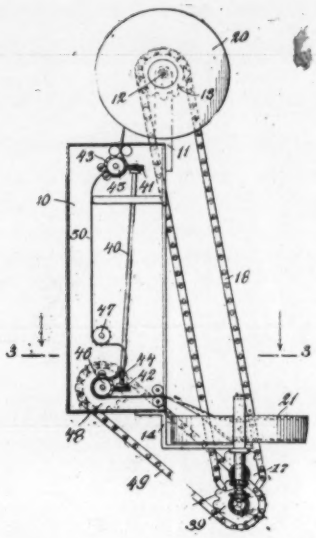
The Use of a material being checkered with a plurality of colors interposed between a negative picture and a photographic sensitive emulsion in a Motion picture printing Machine

The use of a material being checkered with a plurality of colors to interposed between a source of light and a lense and a picture to be exibited in a Motion Piture Projectors



5. The combination with the normally open talking-circuit of a telephone set, of circuit-closing means located in the said talking-circuit to maintain the said circuit normally open, an emergency magnet located in the said talking-circuit in position to coact with the said circuit-closing means for the actuation thereof in opening the said talking-circuit from the central office, and thus placing the telephone set in ringing condition in case the said talking-circuit is left closed by the subscriber.

1,145,633. WINDING APPARATUS. CHARLES R. UEBELMESSER, New York, N. Y., assignor, by mesne assignments, to American Standard Motion Picture Machine Company, Inc., New York, N. Y., a Corporation of New York. Filed Apr. 25, 1908, Serial No. 429,135. Renewed Nov. 25, 1914. Serial No. 874,093. (Cl. 88—18.7.)



1. In an apparatus for unwinding and winding a flexible strip, a hollow rotatable receiving member for the strip, means for positively delivering the strip to the inner periphery of the receiving member, and means for rotating the receiving member at a variable rate proportional to the rate of movement of the strip within said member.

2. In an apparatus for unwinding and winding a flexible strip, a hollow cylindrical receiving member for the strip, means for positively delivering the strip to the inner periphery of the receiving member so as to coil it upon itself at a fixed rate of speed, and means for rotating the receiving member at an increasing rate proportional to the rate of peripheral movement of the inner convolutions of the strip-coil within said member.

3. In an apparatus for unwinding and winding a flexible strip, a hollow rotatable cylindrical receiving member for the strip, means for pushing the strip into the receiving member against the inner wall thereof and coiling it upon itself, a reel constructed to deliver the strip from the outer periphery of the strip roll and driving connections between the reel and the receiving member whereby the receiving member is rotated at an increasing rate proportional to the speed of the strip and to the rate of peripheral movement of the inner convolutions of the strip-coil within said member.

4. In an apparatus for unwinding and winding a flexible strip, a reel upon which the strip may be placed in the form of a coil wound in one direction, means for unwinding said strip-coil from its outer periphery, coöperating means in which the strip may be wound into a coil from the inside in the same direction as that in which it is wound on the reel and mechanism for rotating said coöperating means.

5. In an apparatus for unwinding and winding a flexible strip, a reel constructed to deliver the strip from the outer periphery of a roll, a hollow cylindrical receiving member, means for unwinding the strip from the reel and for positively delivering said strip to the inner periphery of the receiving member, and driving connections between the reel and the receiving member whereby the receiving member is rotated at a rate proportional to that of the rotation of the reel.

[Claims 6 to 26 not printed in the Gazette.]

1,145,634. PROCESS FOR THE PREPARATION OF SOLUBLE HEAVY-METAL COMPOUNDS OF THIO-PROTEIN BODIES. ROBERT UHL, Munich, Germany. Filed Feb. 4, 1913. Serial No. 746,203. (Cl. 23—24.)

1. The process of obtaining soluble heavy metal compounds of thio-protein bodies, consisting in first dissolving proteid substances in media possessing an alkaline reaction, then converting said proteid substances into thio-protein bodies by the action of a sulfur-carbon compound, and subsequently treating the thio-protein bodies while in alkaline solution with reagents, which will produce heavy metal compounds of same which are soluble in water and in very dilute solutions of alkalis, the resulting compounds being precipitated from the solution by organic precipitants.

2. The process for obtaining soluble copper compounds of thio-protein bodies, consisting in first dissolving a proteid substance in a solution of caustic soda, filtering the obtained liquid, then treating the filtrate with carbon disulfid, and subsequently treating the reaction product with an ammoniacal solution of copper sulfate the resulting compounds being thrown down from the solution by acetone.

3. The process for obtaining soluble copper compounds of thio-protein bodies, consisting in first dissolving a proteid substance in a solution of caustic soda, filtering the obtained liquid, then treating the filtrate with carbon disulfid and subsequently treating the reaction product with an ammoniacal solution of copper sulfate, the resulting compounds being thrown down from the solution by acetone, the resulting precipitate being dissolved in caustic potash solution and being reprecipitated with alcohol-ether.

4. A compound comprising a heavy metal combined with a thio-protein body, which compound is soluble in water and alkalis, not precipitated from their solution on addition of alkalis, common salt or blood serum and being precipitated from its aqueous solution on addition of ether-alcohol, acetone and acids.

5. A compound, comprising copper combined with a thio-protein-body, having brown to brownish dark color, soluble in water and alkalis, not precipitated from its solution on addition of alkalis, common salt and blood serum, being precipitated from its aqueous solution on addition of ether-alcohol, acetone and acids.

1,145,635. FLUSH-VALVE. LLOYD C. VADER, Greenwich, Conn. Filed Feb. 19, 1915. Serial No. 9,350. (Cl. 4—5.)

1. A flush valve including a fitting having an outlet and a valve seat at one end thereof, said fitting being provided with laterally extending upwardly opening ports below the valve seat and in the opposite sides thereof, overflow pipes connected at their lower ends to said ports, rigidly connected spaced parallel brace bars provided with means on their extremities for detachable engagement upon the overflow pipes to provide a brace between said pipes, said brace being centrally provided with a vertically disposed guide, and a valve normally engaged upon said valve seat and closing the outlet, said valve being provided with a rod vertically slidable through said guide.

2. A flush valve including a fitting having an outlet and a valve seat at one end thereof, said fitting being provided with laterally extending upwardly opening ports below the valve seat and at opposite sides thereof, overflow pipes detachably fitted at their lower ends in said ports, spaced horizontal bars mounted at their ends upon

MOVIES IN THE SUNSHINE TO BE SEEN THIS SUMME

New Picture Screen Shown Here With Projecting M chine Placed Behind—Open Air Exhibitions All Day Long Are Now Possible.

Moving pictures in broad daylight were shown to a SUN reporter yesterday at the office of the Federal Screen Corporation, 786 Sixth avenue, near Forty-fourth street.

They were exactly like the movies flashed on a thousand screens in darkened theatres at the same time—noon. The only apparent difference a beholder noted was that the light projecting the picture came from behind the screen and the camera room, in back of the screen, was invisible.

This new invention, now ready for the market its backers say, has several striking advantages over the ordinary movie.

The first and foremost is that the pictures can be shown under any kind of light. You can set up the screen on your lawn, put the camera behind it and the audience in front and give a whole show, no matter how brightly the sun is shining. This is what was done summer before last for the Duke of Manchester on the lawn of Mrs. O. H. P. Belmont's home at Newport, when the invention was still in an unperfected state.

With this kind of moving picture the open air film shows which dot the city in warm weather will be able to give continuous performances all day instead of running shows for a few hours at night.

Large Saving in Power.

The backers of this daylight movie say the saving in power effected by putting the camera behind the screen and fairly close to it is the most important feature of the invention to the theatre owner. Ordinarily, it is claimed, only about one-third to one-half the power now used is needed to project daylight pictures.

How is all this accomplished? Merely by a different screen from the sort now employed for movies and by placing the camera behind the screen i stead of before it.

The screen used is a composition chemicals, which is coated on glass several layers, and when dry is peele off, ready for use. In appearance it white and translucent, not transparen Minute square corrugations cover ever inch of the surface, giving a prisi effect. In texture the screen appear something like a drumhead, or, bette yet, like the cementing substances use to coat a cut or wound on one's body If broken it is readily mended by a patch of the chemicals of which it i made.

The pictures shown yesterday were displayed in every possible kind of light —broad daylight, darkness, electric light from overhead fixtures and combinations of electric light and daylight. The pictures showed up as clearly and sharply in one state of lighting as in another.

Near View Without Distortion.

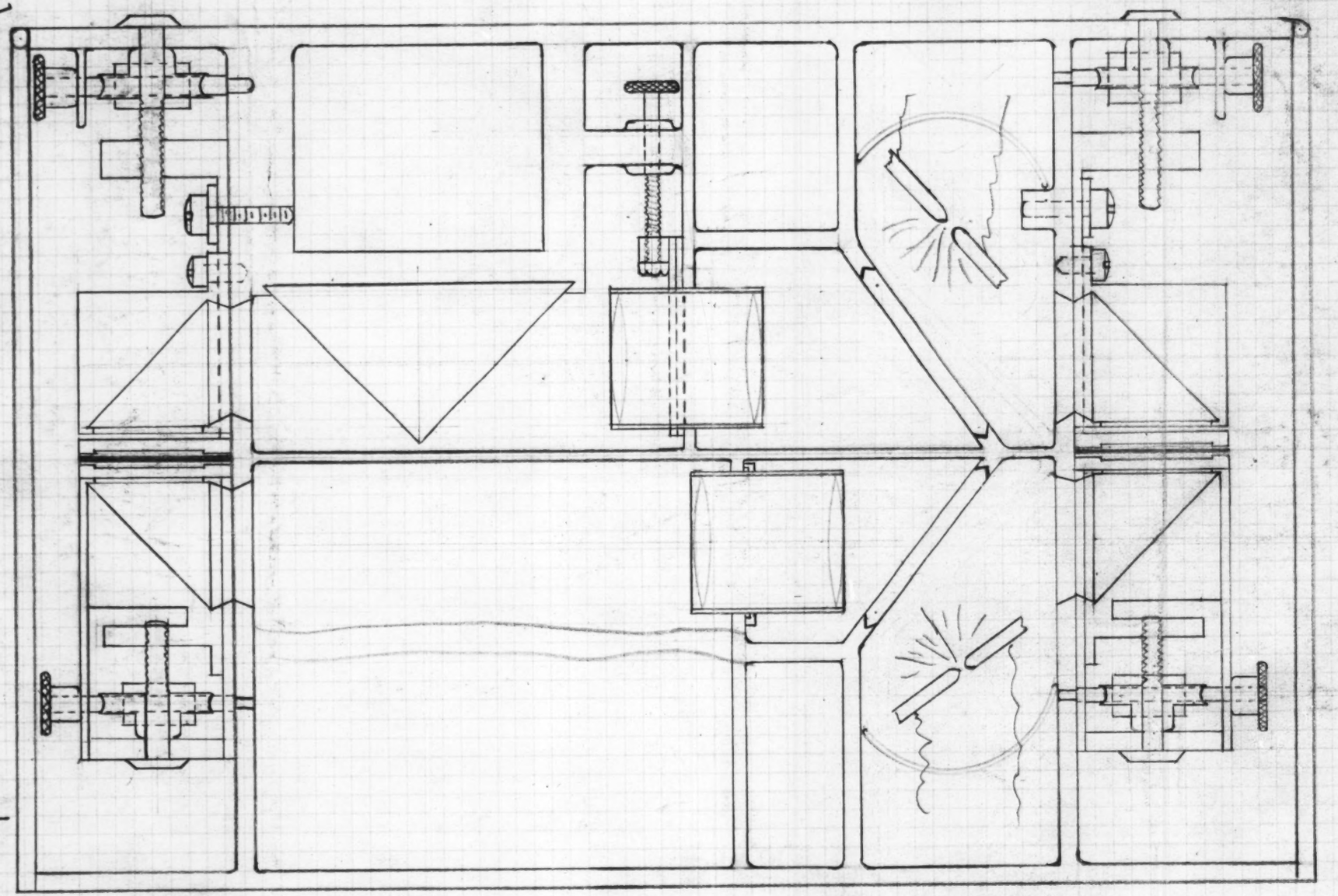
Another extraordinary feature of these pictures was that one could approach to within a foot of the screen and see the picture without the least distortion. Apparently with this screen in use a side seat close to the front in a theatre will give exactly as good a view as a seat further back and in the centre of the house.

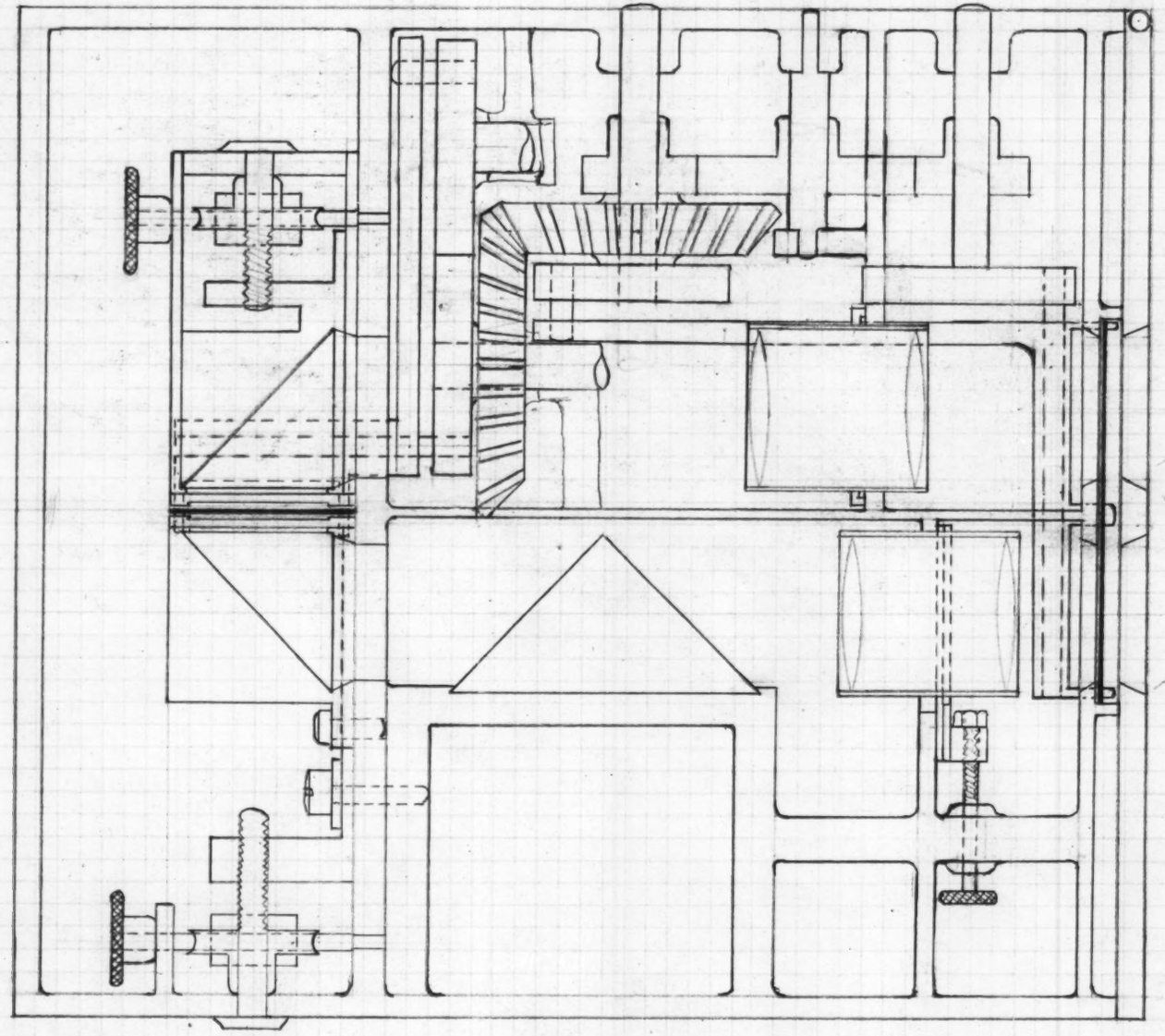
The invention is the work of two men —Albert Oswald Buechner of Zurich, Switzerland, and Antal Fodor, a chemist with a laboratory in Paris. Buechner got the idea of the screen and Fodor made it for him. They toiled over it for seven years.

The screen traps every alteration of light and shade and color flashed upon it from the camera behind it. Thus the picture is meshed, as it were, and exhibited in every detail for the beholder in front of it. It takes less power to run the pictures if the space between the camera and the back of the screen—twelve feet or so—is in darkness; but this is not essential. The films shown yesterday were of French origin, some of them very beautifully colored, and a Dutch film showing especially fine views of the bathing at Scheveningen, Holland.

FOUR WASHINGTON WEDDINGS.

SOUTH





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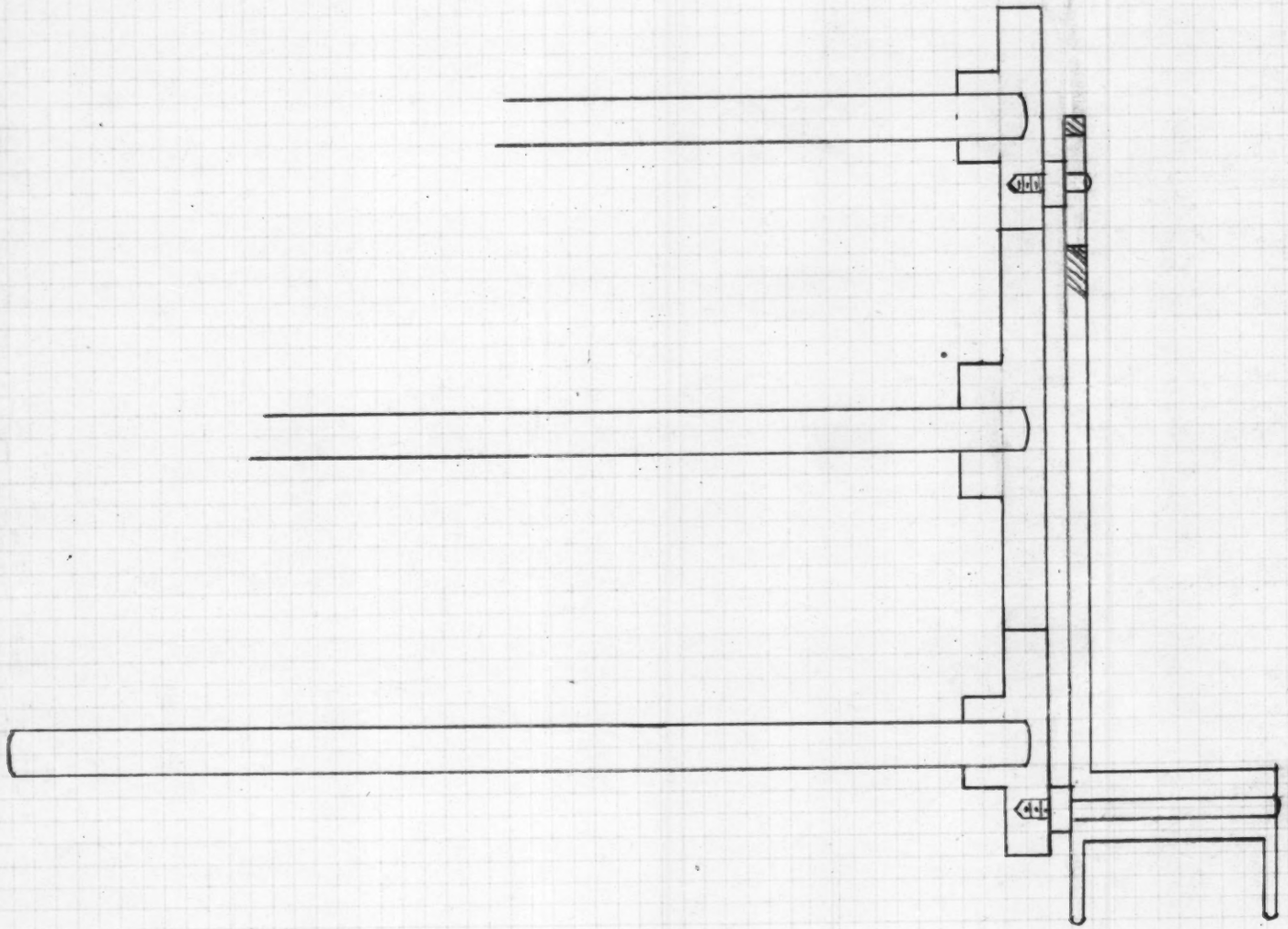

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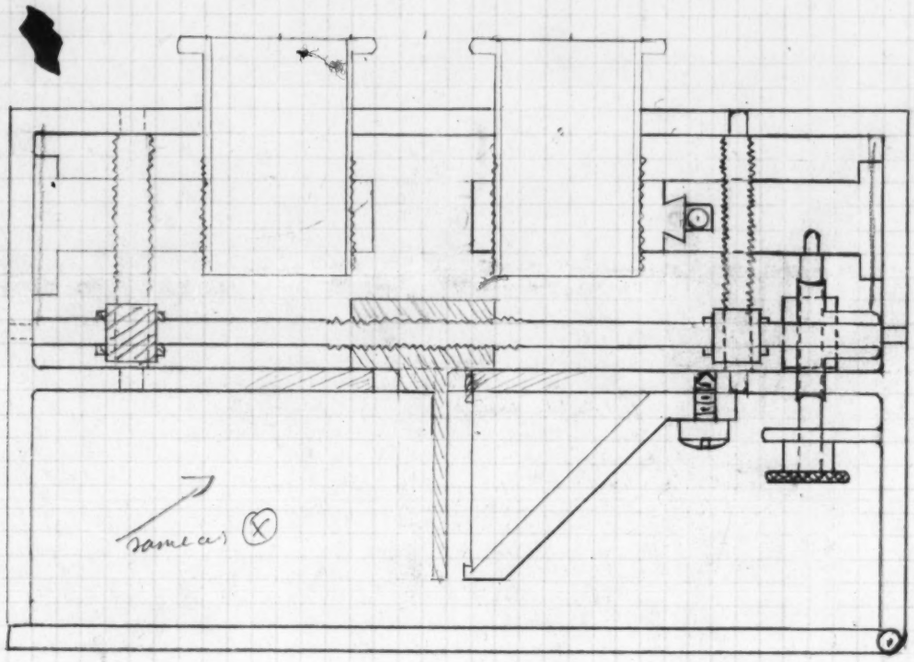

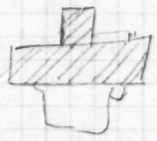

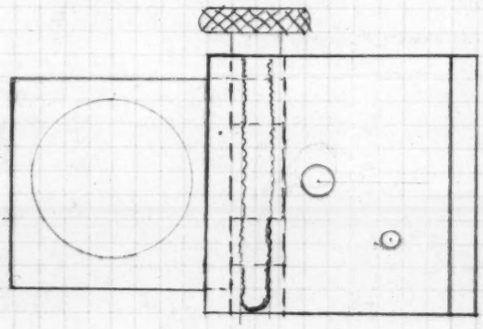

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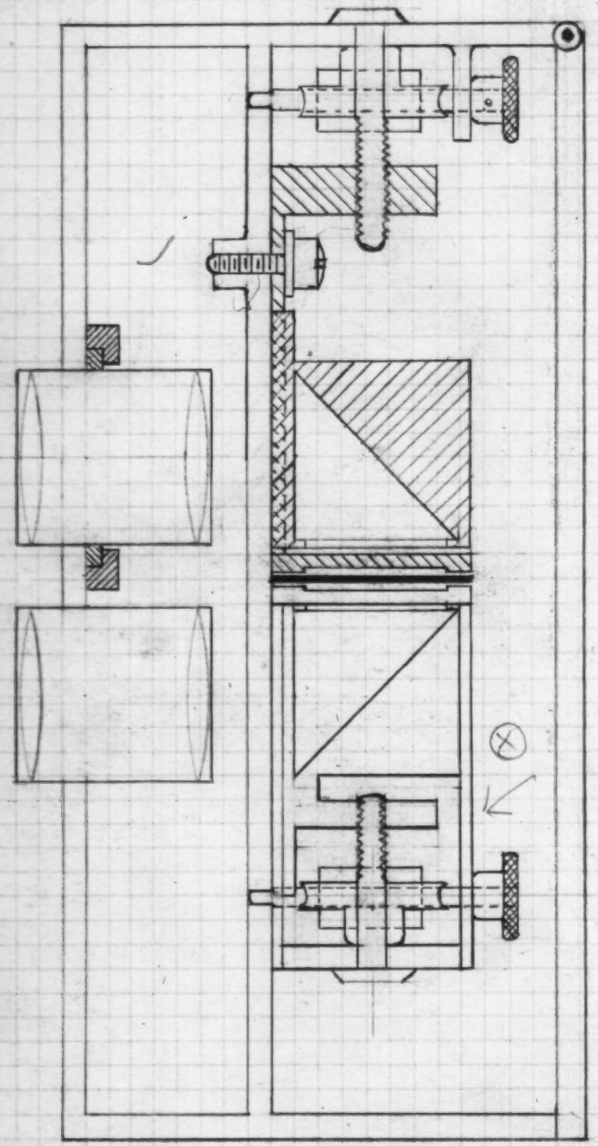

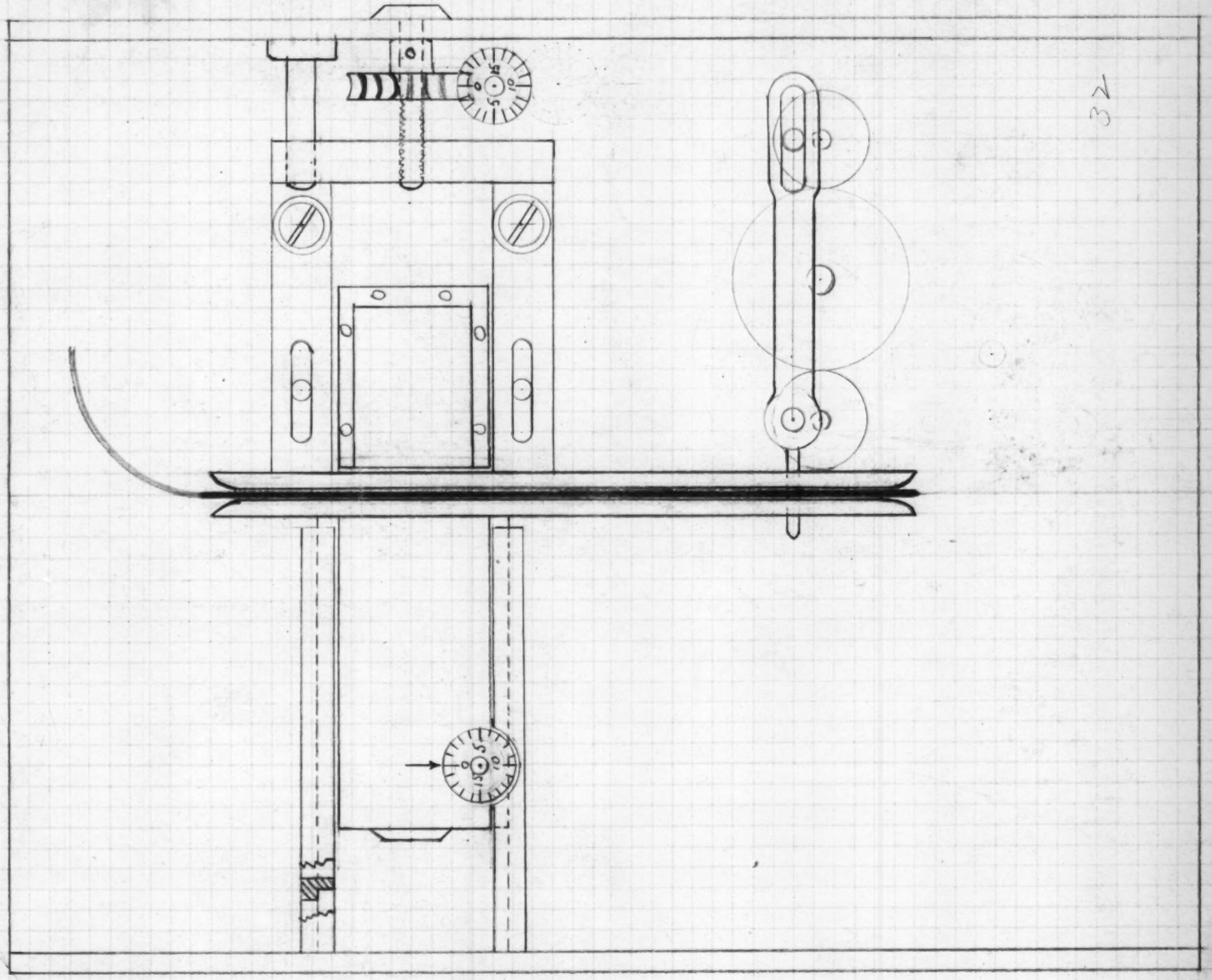

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UNITED STATES PATENT OFFICE.

REINHARD MANNESMANN, OF NEW YORK, N. Y.

FLEXIBLE SHAFT-COUPLING.

SPECIFICATION forming part of Letters Patent No. 549,144, dated November 5, 1895.

Application filed March 9, 1895. Serial No. 541,118. (No model.)

To all whom it may concern:

Be it known that I, REINHARD MANNESMANN, of New York, in the county and State of New York, have invented an Improvement in Flexible Shaft-Couplings, of which the following is a specification.

The objects of this invention are to strengthen and simplify the construction and improve the ease of operation of shaft-couplings of the class which have been hereto fore devised for coupling lengths of shafting greatly out of alignment with each other. These objects are accomplished by providing the end of each length of shafting with a bifurcated head presenting within its jaws a concentric bearing, which embraces somewhat more than one-half of the periphery of a cylinder, which is retained in said bearing either by means of one fixed and one detachable or by means of two detachable end flanges or caps integral with or bolted to the opposite ends either of the cylinder or of the bearing. Each cylinder has formed in it a longitudinal slot, which is either deeply recessed in the middle or which may extend entirely through the middle part of the cylinder, and which is for the reception of one end of the connecting-blade by which power is transmitted from one length of shafting to the other. Near each end the blade is provided with a longitudinal slot to admit of the passage through it of a screw which is inserted transversely through and screwed into a suitable aperture tapped in the adjacent cylinder. The said longitudinal slots are of great importance, because they allow an endwise play of the connecting-blade and consequent ease of operation in case the geometrical axes of the slotted cylinders do not with mathematical accuracy intersect the geometrical axes of the lengths of shafting which are coupled.

The accompanying drawings, illustrating the invention, are as follows:

Figure 1 is a top view of adjacent portions of two lengths of horizontal shafting represented as arranged in axial alignment with each other and connected with the coupling forming the subject of this invention and, affording end views of the cylinders inserted in the bifurcated jaws of the shaft-heads. Fig. 2 is a longitudinal section taken through the plane indicated by the dotted line $x\ x$ on Fig. 1, affording a view in elevation of the connecting-blade. Fig. 3 is a top view also affording end views of the two cylinders, but showing the lengths of shafting arranged at right angles to each other, and showing the connecting-blade extending diagonally across from one cylinder to the other. Fig. 4 is a transverse section taken through the plane indicated by the dotted line $y\ y$ on Fig. 2. Fig. 5 is a longitudinal section corresponding to the section shown in Fig. 2, but showing the lengths of shafting arranged at right angles to each other. Fig. 6 illustrates a modification in which the cylinder is held from endwise movement by being flanged at one end and by having a cap fastened to it at the other. Fig. 7 is a section similar to that shown in Fig. 5, but showing cylinders having slots extending entirely through their middle portion, and showing a recess in each cylinder-bearing for the purpose of affording the necessary clearance for the corners of a connecting-blade having rectangular ends.

Figs. 1, 2, 3, 4, and 5 of the drawings represent the adjacent portions of two lengths of shafting A a, which, as shown in Figs. 3 and 5, are so mounted in bearings as to be at right angles to each other. The end of the length of shafting A is provided with a bifurcated coupling-head B, the interior surface of which is bored out to form a concentric bearing C of somewhat more than one hundred and eighty degrees for the slotted cylinder D. Similarly, the end of the length of shafting a is provided with a bifurcated head b, affording the concentric bearing c for the slotted cylinder d. Each of the cylinders D d has cut in it a longitudinal slot E, the middle portion of which is deepened to form the recess E'. The slots and recesses in the cylinders are adapted to contain the rounded end portions of the connecting-blade F. The end portion F' of the connecting-blade F is seated with a sliding fit between the opposed sides of the slot E in the cylinder D, and is provided with the slot F^2 to allow of the entrance through it of the shank of the screw G, inserted transversely through the cylinder D into the tapped hole G'. The opposite end portion f' of the connecting-blade F is provided with a slot f^2 to allow of the en-

trance through it of a similar screw *g*, inserted transversely through the slotted cylinder *d*. Endwise movements of the cylinders in their bearings may be prevented by providing each end of each bifurcated shaft-head with a concentrically-curved cap or detachable flange H, which is secured to the end of the bifurcated head by the series H′ of screws, and the concave edge of which overlaps and bears upon the adjacent end of the cylinder, as illustrated in Figs. 1 to 5, inclusive.

Figs. 6 and 7 illustrate a modification in which the cylinders D *d* are provided with slots extending entirely through their middle portions and in which the connecting-blade F has rectangular instead of rounded ends. The central portions of the cylinder-bearings C *c* are provided with recesses C′ *c*′ to afford clearance for the corners of the connecting-blade. Figs. 6 and 7 also illustrate a modification in the method of preventing endwise movement of the cylinders in their bearings. To this end each cylinder is provided at one end with a cap H^2, adapted to overlap and bear upon the adjacent end of the cylinder-bearing. The cap H^2 is secured to the end of the cylinder by screws H^3. The opposite end of each cylinder may be provided with a similar removable cap or with a circumferential flange I, which is integral with the body of the cylinder, as indicated in Fig. 7. As will be seen, the cap H^2 and the flange I are provided with slots which are in alignment with the slot E of the cylinder, in order to afford the necessary clearance for the connecting-blade F during the revolution of the shafting. In both modifications the range of this clearance is sufficient to adapt the coupling for connecting adjacent lengths of shafting which are ninety degrees or any less number of degrees out of alignment with each other.

What is claimed as the invention is—

1. In flexible shaft couplings of the class described, the combination of bifurcated heads, affixed to the ends of the lengths of shafting which are to be coupled, and presenting upon the interior faces of their jaws concentric bearings of somewhat more than one hundred and eighty degrees; cylinders provided with longitudinal slots and recesses and seated in said concentric bearings; with a connecting blade having its extremities rounded and its end portions seated with a sliding fit in said slots and recesses, said end portions of said connecting blade being themselves provided with longitudinal slots, and screws inserted transversely into said cylinders and through said slots in said connecting blade, as and for the purposes set forth.

2. In flexible shaft couplings of the class described for coupling adjacent lengths of shafting, which are out of axial alignment with each other to any extent up to ninety degrees; the combination of bifurcated heads affixed to the ends of the said lengths of shafting and presenting upon the interior faces of their jaws concentric bearings of somewhat more than one hundred and eighty degrees, and cylinders seated in said concentric bearings and provided with suitable slots; with a connecting blade having its end portions seated with a sliding fit in said slots; said end portions of said connecting blade being themselves provided with longitudinal slots, and screws inserted transversely into said cylinders and through said slots in said connecting blade, as and for the purposes set forth.

3. The combination in a shaft coupling, as herein set forth, of the bifurcated heads, B *b*, affixed to the ends of the lengths of shafting which are to be coupled, and presenting the concentric bearings, C *c*, the slotted cylinders, D *d*, the connecting blade, F, provided with the slots, F^2 f^2, the screws, G *g*, inserted transversely through said cylinders, D *d*, and extending through the said slots, F^2 f^2, and means for preventing endwise movements of said cylinders, D *d*, in their bearings C *c*.

REINHARD MANNESMANN.

Witnesses:

A. M. JONES,

E. GATTERER.

D. W. GRIFFITH COLLECTION
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(No Model.) 2 Sheets—Sheet 1.

R. MANNESMANN.

FLEXIBLE SHAFT COUPLING.

No. 549,144. Patented Nov. 5, 1895.

Fig. 1

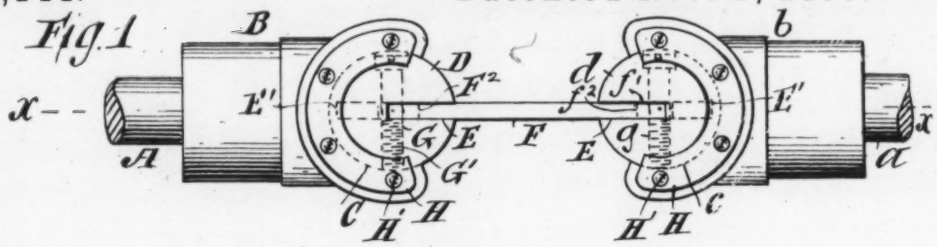


Fig. 4

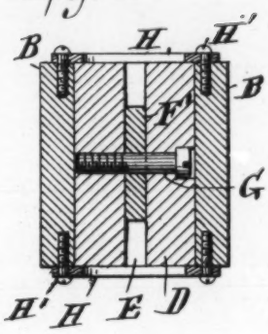
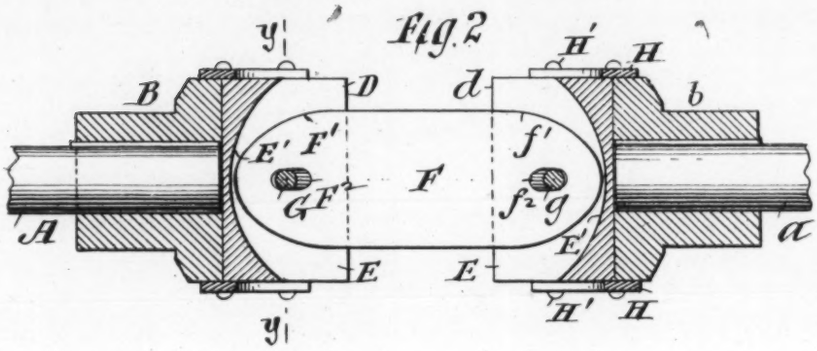


Fig. 2



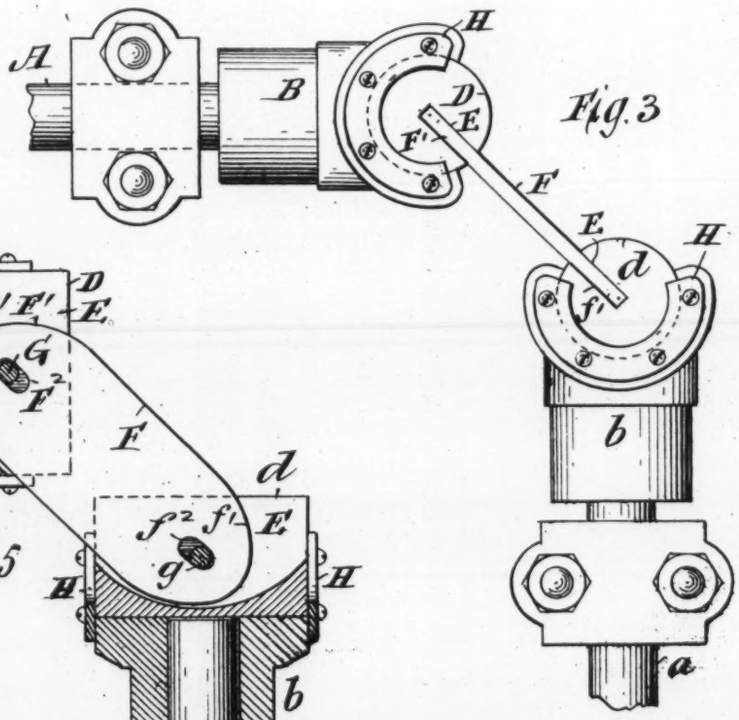


Fig. 3

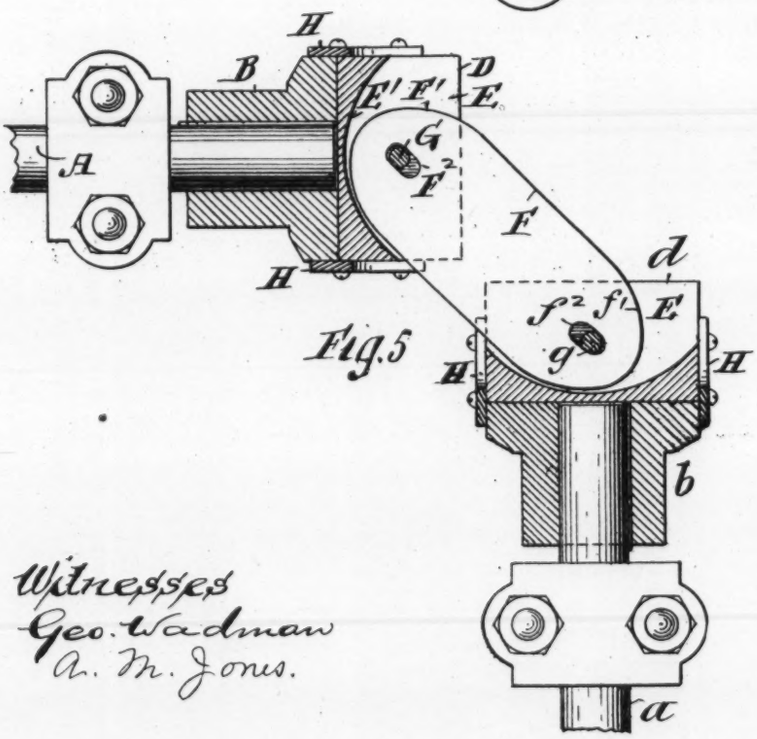


Fig. 5

Witnesses
Geo. Wadman
A. M. Jones.

Inventor
Reinhard Mannesmann,
Per Edw. E. Lumby,
Atty.

Mannesman
549144

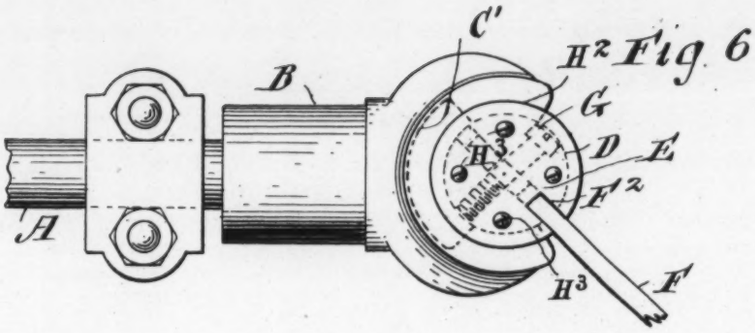
Welchmeser
Universal Joint

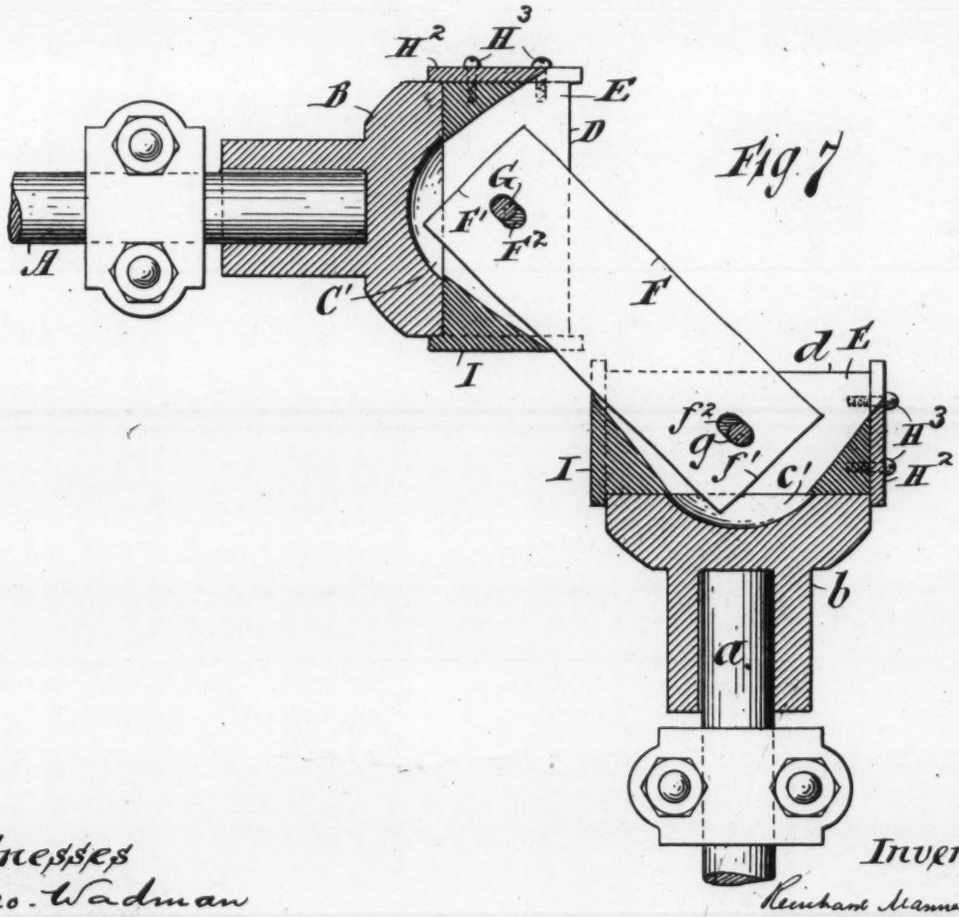
(No Model.) 2 Sheets—Sheet 2.

R. MANNESMANN.

FLEXIBLE SHAFT COUPLING.

No. 549,144. Patented Nov. 5, 1895.





Witnesses
Geo. Wadman
A. M. Jones.

Inventor
Reinhard Mannesmann,
Per Edw. E. Lemp,
Atty.

United States Patent Office.

JAMES W. TAYLOR, OF OSHKOSH, WISCONSIN.

Letters Patent No. 69,044, *dated September* 17, 1867.

IMPROVEMENT IN SHAFT-COUPLING.

The Schedule referred to in these Letters Patent and making part of the same.

TO ALL WHOM IT MAY CONCERN:

Be it known that I, JAMES W. TAYLOR, of the city of Oshkosh, county of Winnebago, and State of Wisconsin, have invented a new and improved Device for Coupling Shafting when the shafting is required to be placed in an oblique position relatively to each other, and known to the art as a knuckle-joint or a universal joint.

The object of this invention is to provide a simple and direct mode for the purposes specified, that, while it works free and easy, is compact and secure, and by having the workings of the coupling encased in a cylinder avoid the possibility of catching the clothes of attendants incident to the coupling of tumbling-rods of threshing machines and of other shafting of like dangerous character.

I hereby declare that the following is a full, clear, and exact description of the construction and operation of the same, reference being had to the annexed drawings, making a part of this specification, in which—

Figures 1 and 2 are perspective views of the respective parts.

Figure 3 is a longitudinal section of fig. 1.

Figure 4 is a longitudinal and Figure 7 is a vertical section of fig. 2, seen at *o o* and *n n*, fig. 5.

Figure 5 represents figs. 1 and 2 partially adjusted for service.

Figure 6 is a pair of irregular-shaped friction-rollers, seen at *e e*, fig. 1.

A is an outer end view of fig. 1. C is an outer end view of fig. 2, A and C each having mortises *i i*, in which the shafting is to be inserted. *a* is a hollow cylinder with a head in one end. The inner periphery of the opposite end of the cylinder is rounded out to near the outer periphery of the cylinder. *e e* are duplicate friction-rollers independent in their action; are bevelled on one end and rounded on the outer end. They are provided with hubs or collars, (seen in fig. 6,) and are used together on one shaft, the bevelled ends facing, leaving an opening between bevels similar to that of a spool, and are inserted crosswise in the centre of the open end of the cylinder *a*. *c* is an irregular cylindrical form. Its diameter is somewhat smaller than the inner diameter of cylinder *a*. One end is slotted, leaving a stubbed forked head, seen in fig. 2. The inner edges of the prongs are bevelled, as seen in fig. 7, to fit the friction-rollers. Fig. 2 is inserted in fig. 1, as seen in fig. 5, and when fully inserted is adjusted for service.

My invention consists in providing a hollow metallic cylinder with a pair of friction-rollers, spool-like in form, when used together, each roller or spool end working independently on a common shaft, and the whole inserted crosswise in the open end of the cylinder. Used in conjunction with the above is a circular metallic head, with two prongs of a size and shape for easy oblique working in and corresponding to the openings in the said cylinder, remaining between the friction-rollers and the inner periphery of the cylinder. The two parts complete the knuckle-joint.

What I claim as my invention, and desire to secure by Letters Patent, is—

The hollow cylinder *a* provided with friction-rollers *e e*, substantially as described, when used in combination with the dual pronged head *c*, as and for the purposes set forth.

J. W. TAYLOR.

Witnesses:

W. G. RITCH,

CHR. SUMER, Jr.

E Ulrichmesser
universal Joint

J. W. Taylor,

Universal Joint.

No. 69,044. Patented Sep. 17, 1867.

Fig. 1.

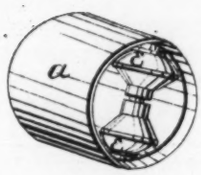


Fig. 2.

Fig. 3.

Fig. 4.

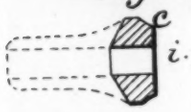


Fig. 6.

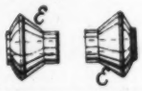


Fig. 5.

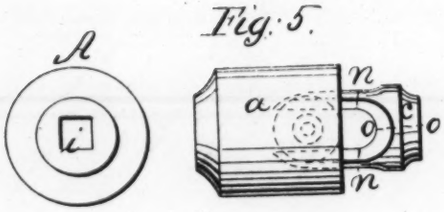


Fig. 7.

Witnesses;
W. G. Ritch
Chr. Sarauf

Inventor;
J. W. Taylor

AM. PHOTO-LITHO. CO. N.Y. (OSBORNE'S PROCESS)

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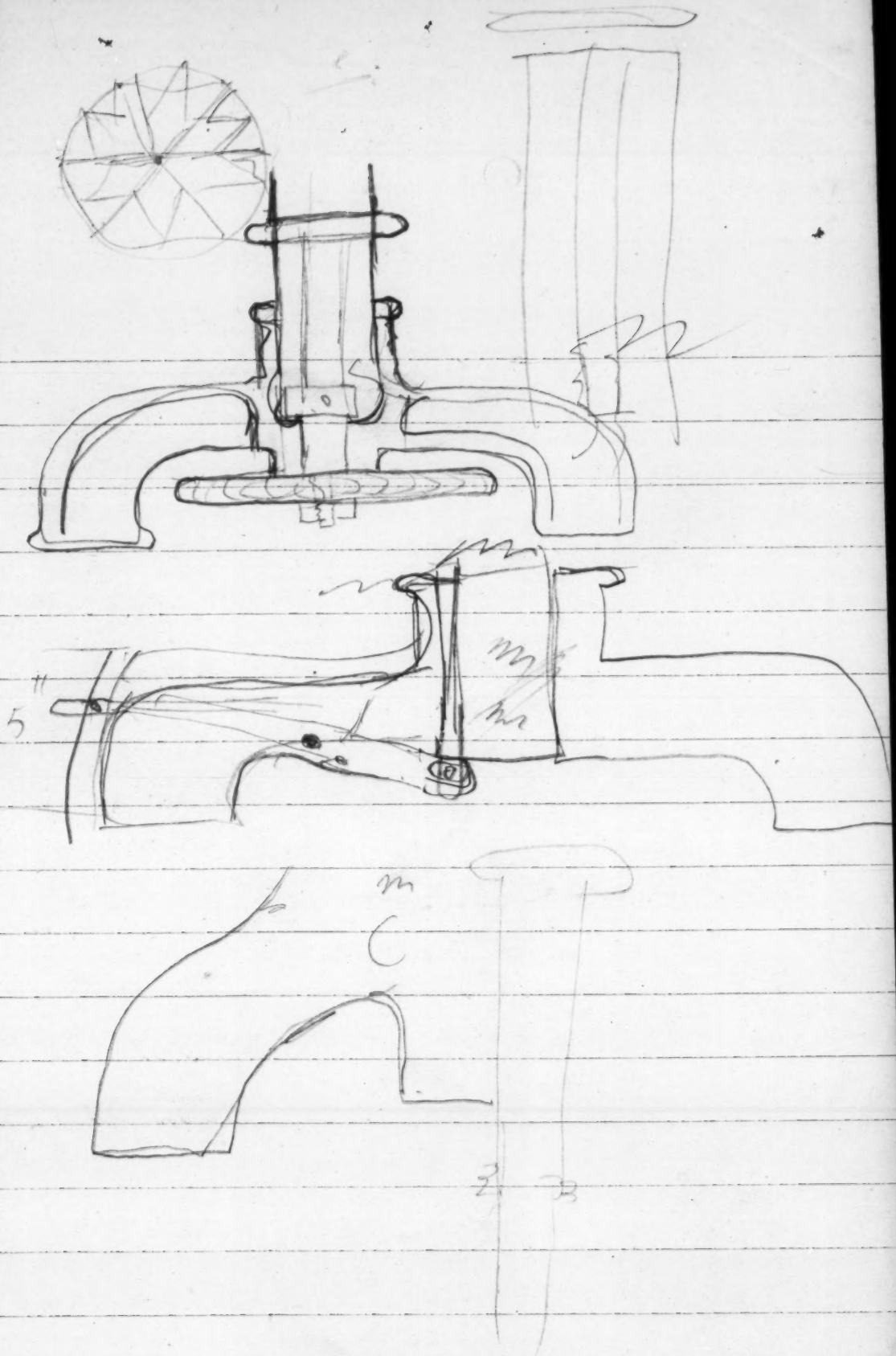
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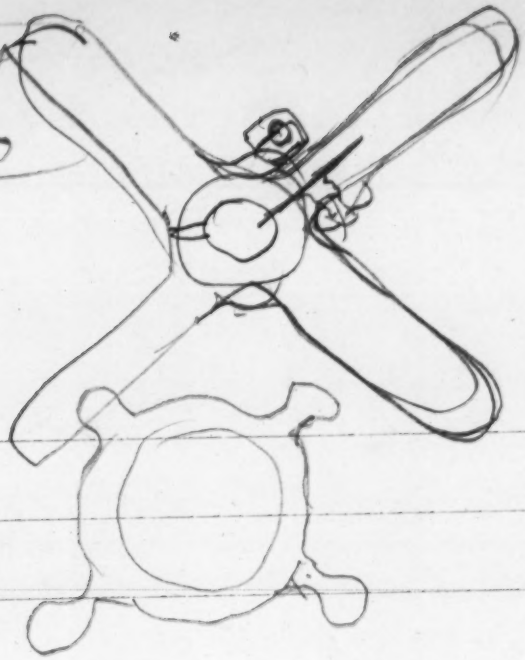

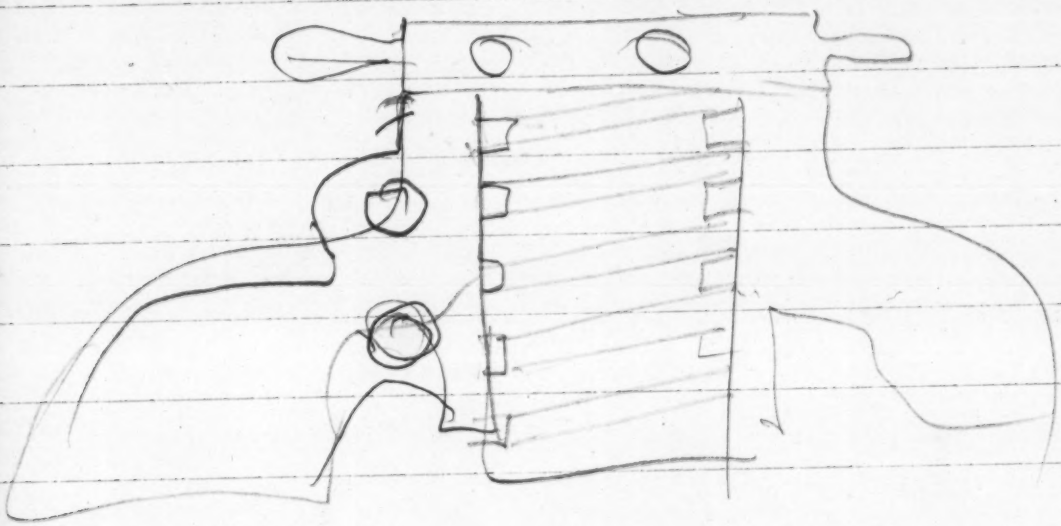

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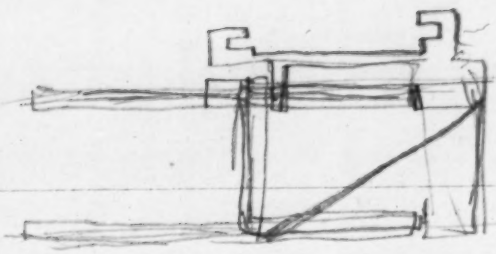

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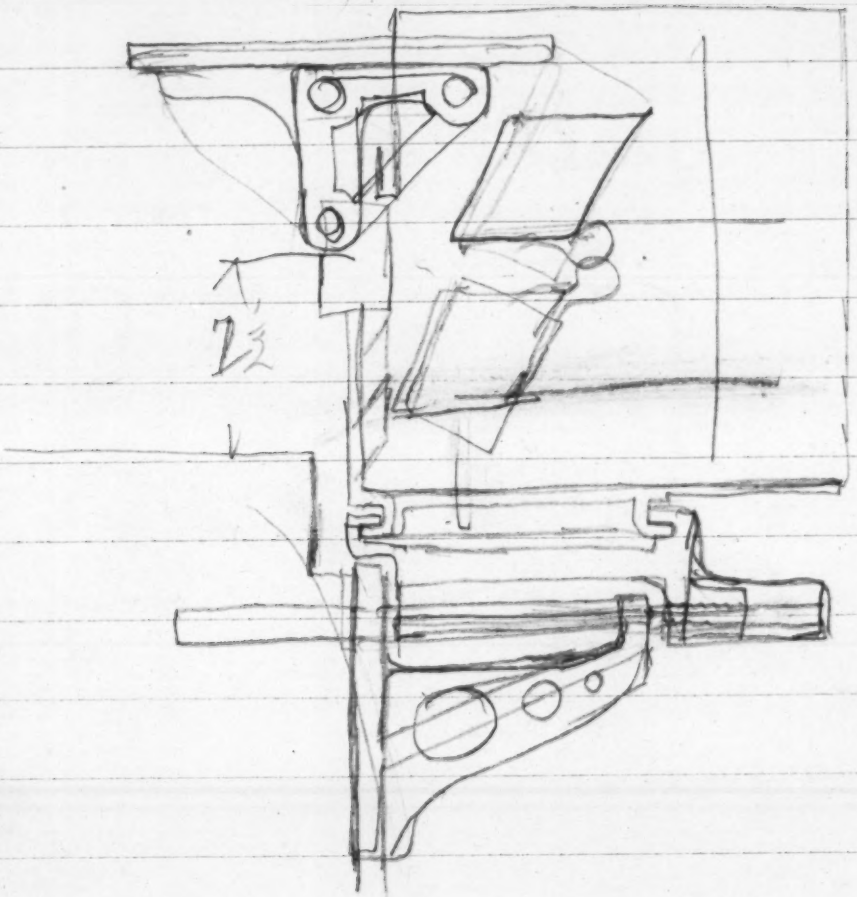

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Jean Jaques Rousseau
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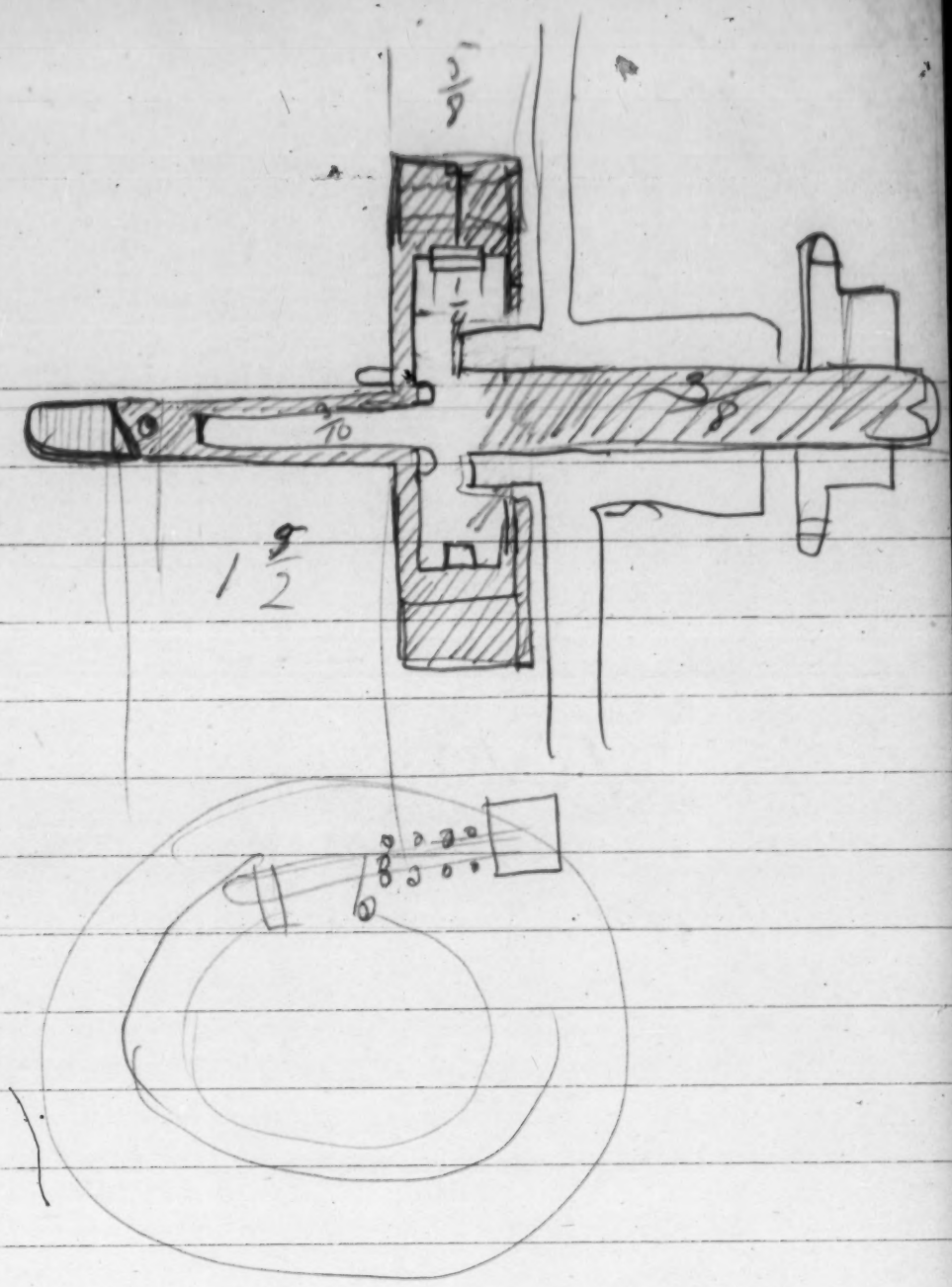
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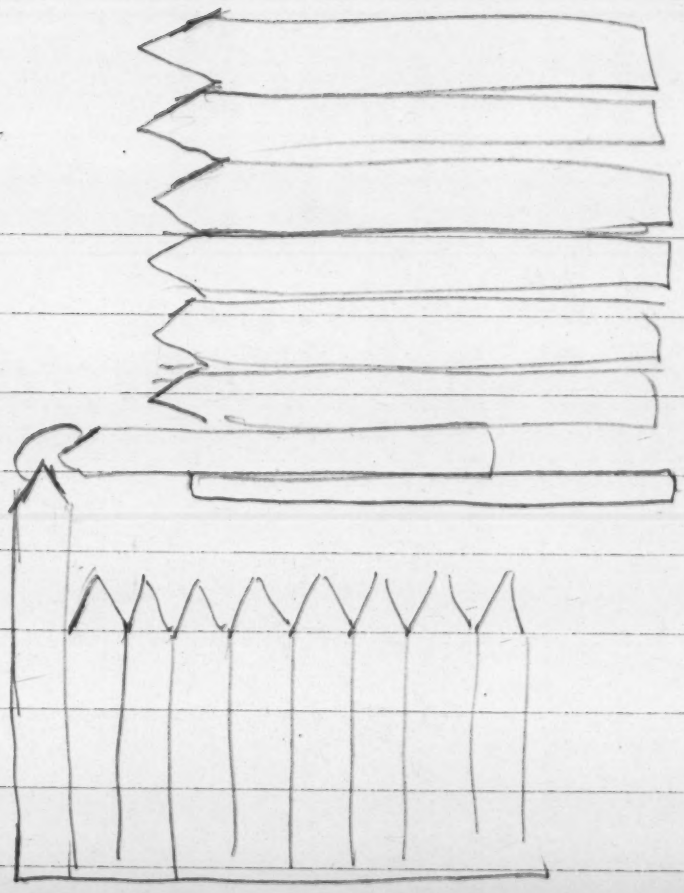

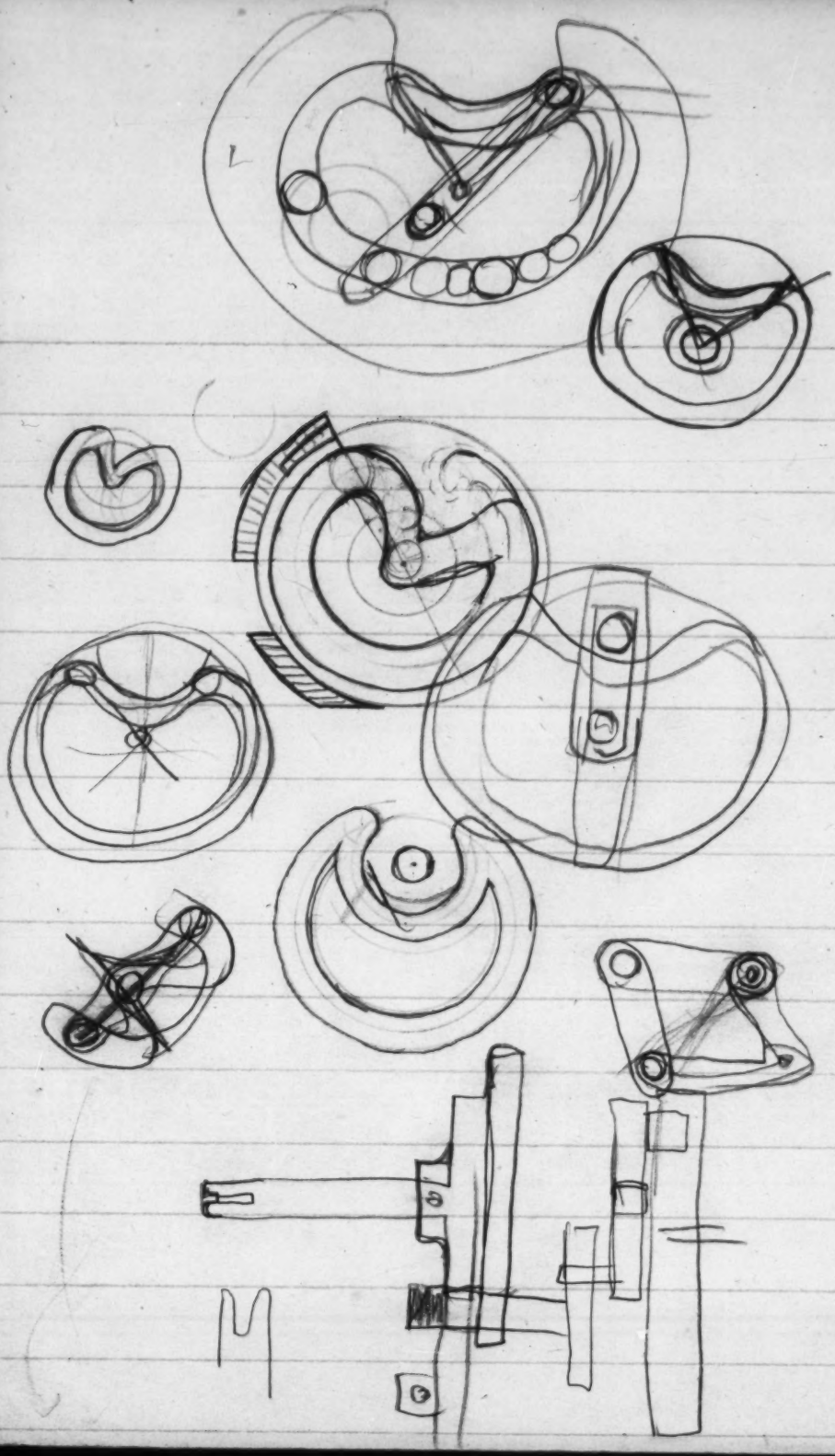

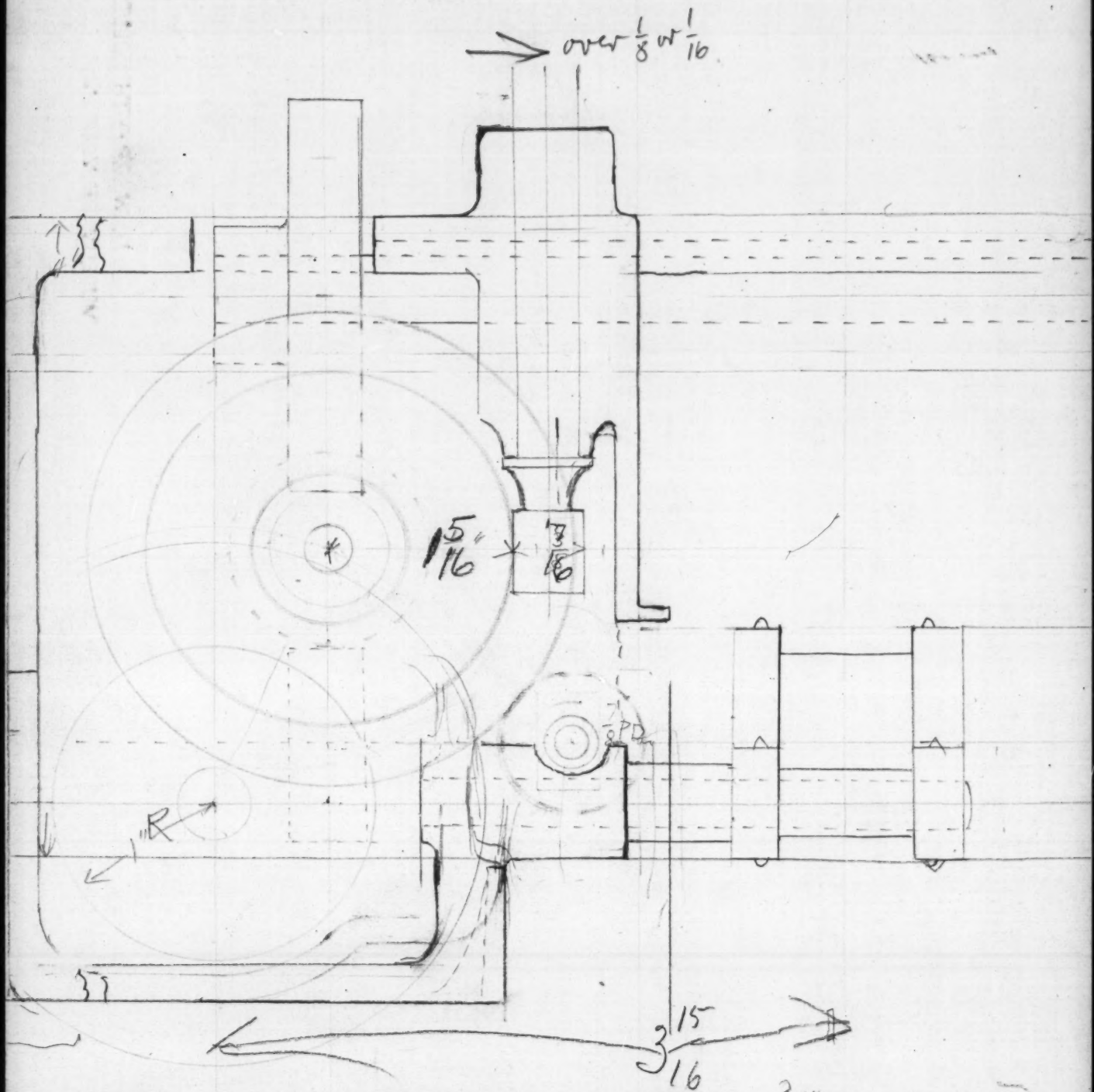

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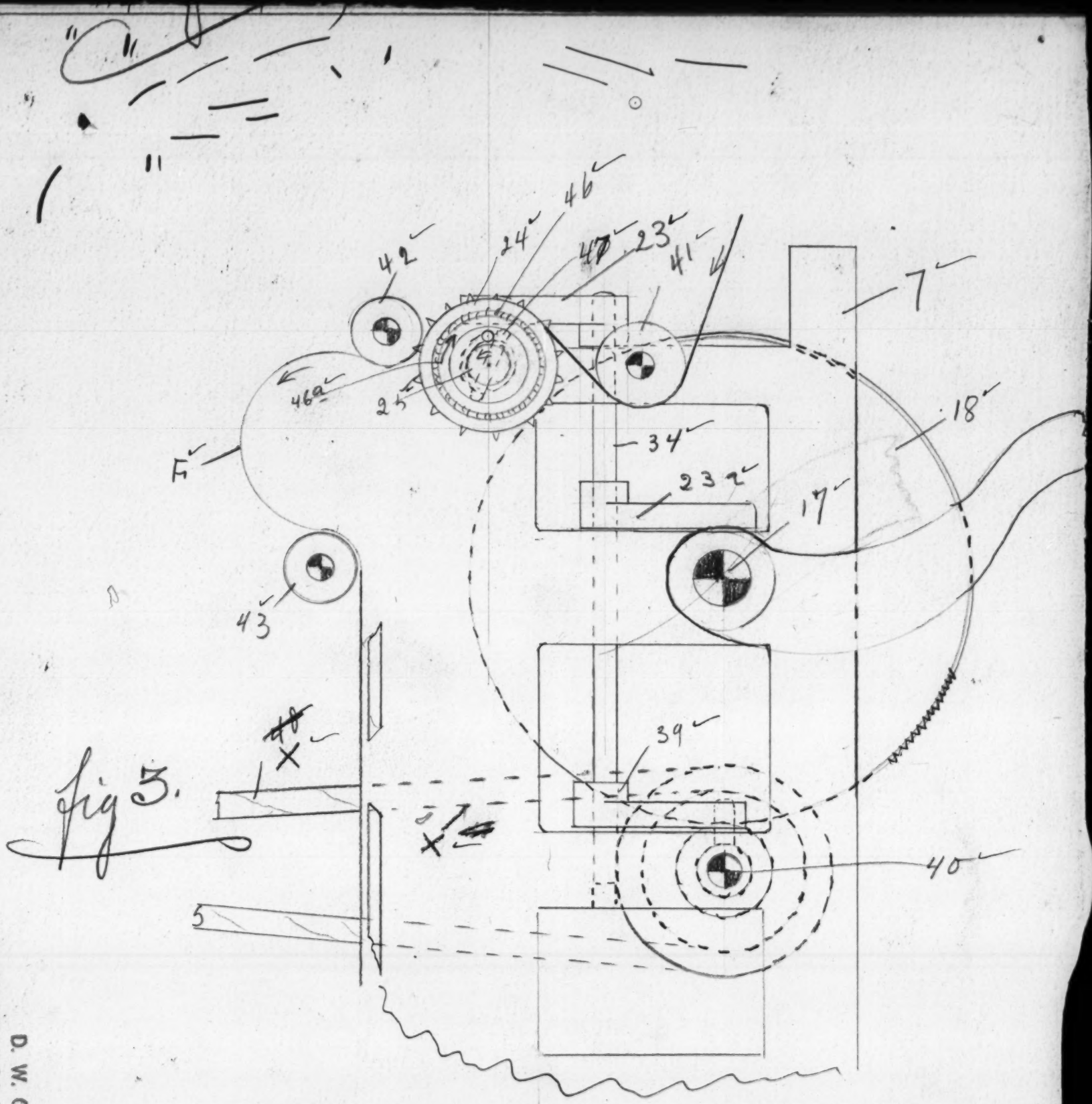

fig 3.

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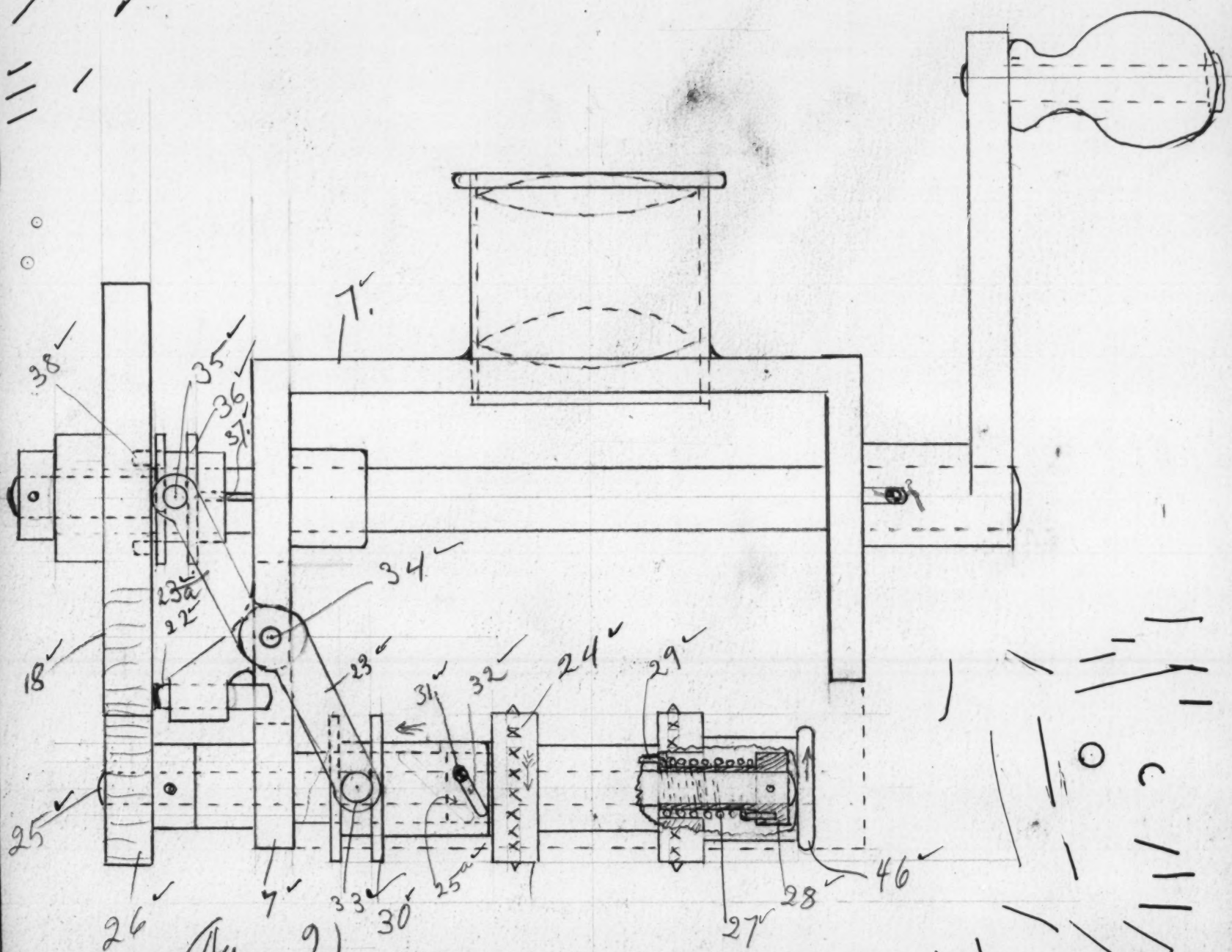
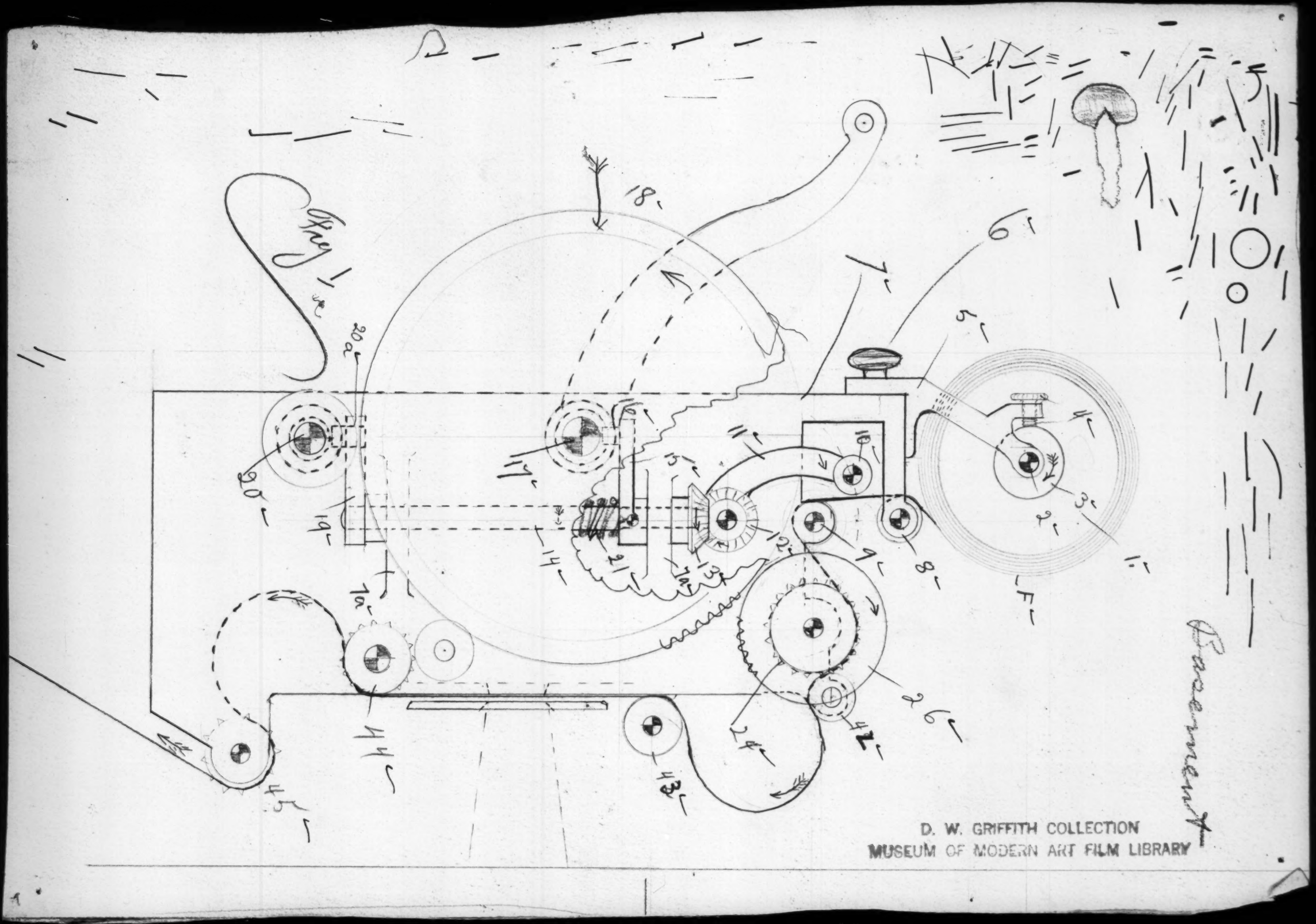


Fig 2)



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See that Uebelmesser, signs the drawings under Inventor, get another witness on drawings, and two for the petition, have the notary put his seal on each sheet of the specification, as well as the oath, send papers to Washington flat, and get a photoprint of each drawing. That is to say send a check for $15 and 30 cents, the $15 for the filing fee and 30 cents for the photoprints. You can keep one copy of the specification and Uebelmesser the other. You will have to send a certified check, or money order, made out to Comm. of Patents.

Uebelmesser says he is going to act as his own attorney. I am to do the work. amendments etc.

Jarvis

Uebelmesser said to deliver the cases to you.

Apparatus for producing colored pictures and stereoscopic effects.

This invention relates to certain new and useful improvements in devices for obtaining colored picture and stereoscopic effects.

One object of our invention is to provide means whereby a plurality of pictures can be taken in perfect registry with each other, especially for color reproduction.

Another object of our invention is to provide means whereby a plurality of pictures can be taken and their relative positions to each other fixed so as to produce a stereoscopic effect in exhibiting pictures.

Another object is to provide a picture film having pictures for colored or stereoscopic effects on each side and behind each other and in a position to give the combined images a stereoscopic effect upon exhibiting them in a regular kinetoscope.

Another object is to provide the means to vary the size of the photographic images in a camera or a photographic printing apparatus freely and without interfering with the focal axis and being independent of the objectives.

Another object is to provide means whereby the position of the images can be shifted diagonally and horizontally and without interfering with the focal sharpness of the pictures or the general position of the camera.

Another object is to provide the means whereby two images can be reflected on to one light sensitive emulsion through the transparent medium, thereby increasing the amount of light rays forming images, so as to obtain pictures under unfavorable illumination.

Another object is to provide the means whereby a negative picture can be taken; having the images opposite each other on each side and in perfect registration with each other.

Another object is to provide means whereby a positive film ~~cloth~~, having emulsions on each side, can be printed from a negative similarly constructed.

Another object is to provide the means whereby a positive picture film having emulsions on each side, composing one picture of color value or a stereoscopic effect can be obtained from a negative having two pictures alongside of each other in perfect registry.

Another object is to provide the means whereby a positive picture of color value can be printed in perfect registry from a negative carrying a plurality of images which is defective in registration.

Another object is to provide the means whereby a negative can be obtained on non-transparent stock having an emulsion on each side to compose one single picture, either of color value or for a stereoscopic effect.

Another object is to provide the means whereby trick effects can be induced in making a negative or a positive picture.

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Another object is to provide the means whereby a plurality of views can be taken simultaneously on a single light sensitive emulsion in the same place.

Another object is to provide the means which will enable the operator to regulate all the optical arrangements in the camera to a micrometrical certainty.

Another object is to provide an improved device to be used in making colored photography by any well known process, where the success of such process depends upon perfect registration of a plurality of images with each other.

Another object is to provide the means for taking a negative with stereoscopic effect from which a positive can be printed by contact exposure.

Another object is to provide colored motion pictures and pictures having a stereoscopic effect that can be exhibited in any ordinary kinetoscope.

Another object is to provide the means whereby a right and left eye image can be converged into one view for stereoscopic picture effects.

IV.

Referring to our drawings.

Fig. 1 - is a diagramatic section through the optical axis of the camera.

Fig. 2 - is a partial view showing the backside of a lens holder.

Fig. 3 - is a front view into the objectives.

Fig. 4 - is a diagramatic section through the optical axis and prism micrometer shift.

Fig. 5. is a view of the film carrier and film advancing mechanism.

Fig. 6 - is a diagramatic section through a film printer.

Fig. 7 - is a view illustrating the duplex film advancing mechanism of the printer.

Fig. 8. is a side view of the film advancing arraingement.

Fig. 9. Is a diagramatic section through another printer also embodying our invention

The drawings of the different apparatus show the use of our invention and the various apparatus used in making photographic pictures. To obtain stereoscopic pictures we converge two images into one, either in the negative or in the positive, and this must be done with absolute precision and the finished product must be indisturbable by shrinkage etc. To make multi-color photographs the same rule is also applicable. We therefore provide a very simple arraingement which controls with utmost precision all dimensions of the picture images.

Referring to Fig. 4 - the film (F) is placed between two guides, each guide having an aperture, the film (F) preferrably having a light sensitive emulsion

on each side. A picture image is received from the lenses (3) + (4) and reflected by the prisms (5) and (6). The prism is fastented permanently in (6a) and mounted preferably stationary in the frame (14). To move an image into or out of the center of the picture film, we move the prism (5) to and from the the film (F) thus shifting the light rays diagonally and so the two images can be brought into the desired position upon the film. To move this prism with precision we provide the lead screw (7) on which is mounted the worm wheel (8) and this is moved by the worm screw (9). The shaft of said worm screw extends beyond the prism casing (10). On one end of the worm shaft (9a) we provide a knurled dial (11) having division markings on the side thereof to indicate the exact fraction of measurement and which tells the operator exactly how much he has shifted the image on one side of the film. Thus it is possible to register the horizontal position of one image on one side while the other image is received on the other side of the film, as shown in (Fig. 4) The prism (5) is held by the sliding block (5a). The lead screw (7) when operated will cause (5) and (5a) to slide back and forth in the casing (10) and the entire casing may be moved back and away from the film guides (1) and (2) to allow the film being laid between the two guides. As a support for the sliding casing (10) we provide two tracks (12) and (13) on the frame (14). When the horizontal position is fixed any desired number of successive pictures may be taken with the one adjustment. In order to procure an absolute vertical position without interfearing with the horizontal adjustment already obtained, we have provided a vertical adjustment as illustrated in Figs) 1) 2) and 3

By moving one of the lenses with precision up and down we can obtain perfect registry in the vertical position. In frame (14) is mounted a sliding block (15). In this block is mounted the lens carrier (16) attached by a slide and operated by lead screw (17) and a knurled knob (18) which is also provided with micrometric division to ascertain the vertical position See Figs (1-2-3-) We have now obtained correct vertical

and horizontal position without disturbing the focal length of the light rays between the lenses and the film and we will now proceed to adjust the size of the two images to each other; so far they are absolutely opposite each other but their size may be slightly different and we will do this without interfering with the focal distance between the lenses and film. We must retain all adjustments so far obtained and therefore we provide to shift the lenses and film simultaneously as shown in Fig. (1). We will therefore move one lens slightly outward towards the object and the other slightly away from the object to be taken and the film carrier guides (1) and (2) we move correspondingly to retain the focal distance between lens and film as shown in Fig. (1) The lenses (3) and (4) are mounted directly and indirectly in sliding blocks, (15) and (15a). The film guides (1) and (2) are slidably mounted in frame (14) allowing them a slight movement between the prisms (5) and (6). To move the lenses and and film guides simultaneously the operator will turn the dial knob which is mounted on shaft, (19) and said shaft carries a worm screw, (20) a driving worm wheel (21) which is fastened on shaft (22). The aforesaid shaft carries the spiral gears (23) and (24) and the shaft (22) is also provided with a screw thread through the extension (X) which is a part of the film guides (1) and (2) The spiral gear (23) operates the spiral gear (25) which is mounted upon the lead screw (26) and said screw lead operates the lense support (15) back and forth in frame (14) The spiral gear (24) operates the spiral gear (27) which is mounted on the lead screw (28) and which operates the lense support (15a) Thus by a turn of the knob (18) the film guides (1) and (2) and the lenses (3) and (4) are moved simultaneously and in unison with one another. The size of the photographic images are thus varied by bringing one lense nearer to and the other further from the object to be taken. All this is accomplished and all positions and focuses of the images are retained. Thus we obtain absolute registry

of a plurality of images especially for taking photographs to be rendered in color value and the multi-emulsion film will retain all registry forever. The same apparatus can be used to obtain stereoscopic pictures on a film with one emulsion only on both the negative and the positive; but an additional prism must be used to converge one of the images from left to right. We then have a stereoscopic picture consisting of a single picture in which two images have been converged into one and these effects are adjustable to make them normal or abnormal as may be desired. In Fig. (5) the film carrying arrangement is shown and the advance mechanism comprising gears, (30) (29) (31) and claw bar (32). The operation of such a claw movement is well known. Fig. (7) is an assembly drawing of the duplex claw movement used in Fig. (6)

Now to print for color rendering a positive picture from a negative consisting of a film having an emulsion on each side; the carrier of said emulsion being preferably non-transparent; I have made an apparatus that embodies my invention, namely, a device for controlling all dimensions of a picture image as heretofore described. The members in the printers that are identical with the camera arrangement I have given the same numerals in Fig. (6) as in Figs (1) (2) (3) (4) and (5).

In Figs. (4) and (5) the arrangement to move the film (F) and film guides (1) and (2) between the prisms, (5) and (6) - is made to operate independently of the lenses (3) and (4) and may be particularly useful in making abnormal or trick pictures. In this case the guides (1) and (2) are carried on the sliding frame (33) which is mounted on the frame wall (14) by screws (34) and (35). The knurled knob (36) with the micrometer divisions is mounted in suitable bearing in frame (14) and carries on it shaft (37) the worm, (38) which operates the worm wheel (39) and which is mounted on a lead screw (40) which will move the frame (33) back and forth. The markings on the dimension dial (36) is marked to tell the exact difference in size of the two images received from the two lenses. This

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same arraingement is used in fig. (6) and therefore I have used the same numerals in the drawings. The frame of the entire in fig. (6) I have marked (14c) The negative picture is placed between the guide (1) and (2) on the side marked (N) and is illuminated and reflected: the reflected rays passing through prisms (5) and (6) and the prism in casing (10) and (6a). The size and position of the picture images are now controllable by our device and although a negative should be out of registry, it can be corrected and a perfect positive obtained. The prism (41) in fig. (6) is used to converge one image from right to left where such has not been done in the camera. The axis (42) is the main film advancing shaft for the duplex movement shown in fig. (8)

In fig. (9) we illustrate the use of our invention in a printing apparatus, wherein we print a double emulsion positive from a single emulsion ~~positive~~ negative, having the two pictures along side of each other. The negative (44) is placed between the film guides (45) and (46) in the supporting frame (47) the said film guides having apperture and a source of light (see 47a). The pictures are projected through the prism and suitable lenses on to the positive (48), and on each side thereof - to compound the images into one for color or stereoscopic projection.

The light rays in this apperture will again be controlled by the same optical and mechanical arraingement as used in the camera. These parts therefore are marked with the same denominator. The apparatus of course is provided with a mechanism to move both the negative and positive films in unison. The finished product of these devices can be projected through any projector. We will now describe the device in said camera used for merely focussing the picture. This can be done quickly and accurately by our device without interfearing with all the other adjustments of the picture - and in unison. In fig (1) the lenses (3) and (4) are mounted in the casing (49) and (50); this casing being threaded and rests in the supports (15) and (15a) which

are also provided with a thread. The casings (49) and (50) are provided with gear teeth (49a) and (50a). The gear (51) which operates both gears (49a) and (50a). This gear (51) is mounted on a spindle (52) on which is also mounted the knurled handle (53). By turning the handle (53) both lenses are moved in & out until a perfect focus is obtained: but since it is almost an impossibility to manufacture objectives that will be absolutely alike, we have provided the lense adjustment so that each lense can first be focussed individually. This is done as follows: the operating gear (51) and its adjacent parts (52) and (53) are mounted in a quickly detachable bracket (54) - and the lense are first focussed individually and then the gear (51) can be brought in alignment with (49a) and (50a) and from this point on the focussing of both lenses is reduced to a single operation.

The invention as described will also make a stereoscopic picture film and we claim such picture as our invention as well as the apparatus for producing the same. We have only outlined the general principle of our invention and many alterations can be made without deviating from the principle of our invention.

What we claim as our invention is as follows:

1. In a photographic apparatus a device to vary the size and position of a plurality of images in reference to each other, ~~The~~ consisting of a movable carrier for receiving the image material and at least one movable prism for the purpose of registering perfectly a plurality of photographic images with each other.

2. In a photographic apparatus a device to vary the size and position of a plurality of photographic images in reference to each other consisting of at least one movable carrier for the image receiving or carrying material and at least one movable prism and division markings on the moving means to show th

exact amount of movement imparted thereto for the purpose of registering a plurality of photographic images with each other.

3. In a photographic apparatus a device to vary the size and position of a plurality of photographic images in reference to each other consisting of a plurality of lenses at least one of which is carried by a latterally adjustable frame: and at least one prism carried by a slidable mounting for the purpose of registering a plurality of photographic images in relation to each other.

4. In a photographic apparatus the combination therein with prism and image carriers arranged to produce perfect registration of a plurality of images related to each other on a common carrier.

5. In a photographic apparatus the combination therein with prisms and image carriers arranged to produce perfect registration of a plurality of images related to each other, carried on a plurality of photographic emulsion carriers.

6. In a photographic apparatus or the like, the combination thereof with a device to insure perfect registration of a plurality of images with each other consisting of prism and emulsion carriers arranged to reproduce a plurality of registered images related to each other, from one emulsion carrier on to the other and in absolute registration with each other.

7. In a photographic picture apparatus or the like a material carrying an image on each side thereof directly opposite each other and the pictures on one side of the image carrying material arranged in allignment supplementary to the pictures on the other side for the purpose of producing a stereoscopic picture and the herein described apparatus is for the production of such pictures.

8. In an apparatus for the purpose of projecting a stereoscopic picture, a transparent material carrying two of the images directly behind each other; one of the said images being complimentary to the opposite image.

9. A picture band carrying two pictures opposite each other and arranged to produce a stereoscopic picture when viewed or projected by reason of their relative position and shadow contrast.

10. A negative picture band carrying one emulsion and having a successive number of pictures therein, each picture consisting of a right and left eye image and means to take such pictures.

11. A positive picture film having one emulsion with a successive number of pictures therein each picture consisting of a right and left eye image combined in on together with means for printing them from a negative of the same character.

12. A picture film producing a stereoscopic effect in one picture and consisting of a right and left eye image combined into one and a successive series of such duplex photographs.

13. In a photographic apparatus for moving pictures means provided therein and consisting of an illuminating means and reflecting prisms and light sensitive material carriers arranged to be micrometrically adjustable to rectify registratory defects in printing a positive from a negative of defective registration.

14. In a photographic apparatus for motion pictures a device for printing a picture film having a plurality of pictures behind each other from a negative having a plurality of pictures along side of each other for the purpose of producing a picture of color value or stereoscopic effects.

15. In a photographic apparatus for motion pictures a device for printing a picture film for stereoscopic projection from a negative having a right and left eye image along side of each other.

16. In a photographic apparatus for motion pictures an optical device arranged to receive a plurality of exposures simultaneously for the purpose of producing stereoscopic pictures.

17. In a photographic apparatus for motion pictures an optical device provided with micrometrical adjustment to regulate means for superposing an auxilliary image into the regular picture image.

18. In a photographic apparatus for motion pictures a device to vary the size and position of a plurality of images, independently of the focus of all objectives

19. The method of producing a motion picture film consisting of a positive film having an emulsion on each side; pictures thereon in relation to each other printed from a non-transparent negative having an emulsion on each side and pictures thereon relative to each other and procured by exposure under color screens.

20. The combination of the herein described devices for producing colored motion pictures consisting of a non-transparent band having a light sensitive emulsion on each side, exposing said emulsions to obtain negative pictures on each side simultaneously and said pictures differently in color value; and successively printing a positive from said negative by reflection, the said positive consisting of a transparent band having picture emulsions on each side according to their color value, after the image thereon has been made transparent by chemical process.

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21. An arrangement to produce composite colored pictures of an assured and indisturbable registration between the relative pictures obtained from a non transparent negative and printed by the use of the devices herein described.

22. A picture film carring pictures on each side to to be projected through a single objective for the purpose of producing stereoscopic picture projection

23. A picture film having pictures on each side printed from a non transparent negative, said pictures being dyed in substantially the same colors as the colors of the object from which the pictures were taken under color filters and projecting the two pictures through one objective for the purpose of producing color pictures with a stereoscopic effect substantially as described.

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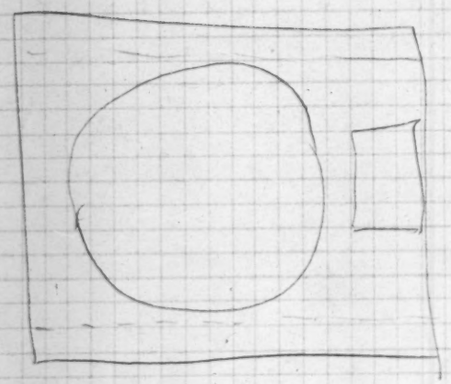

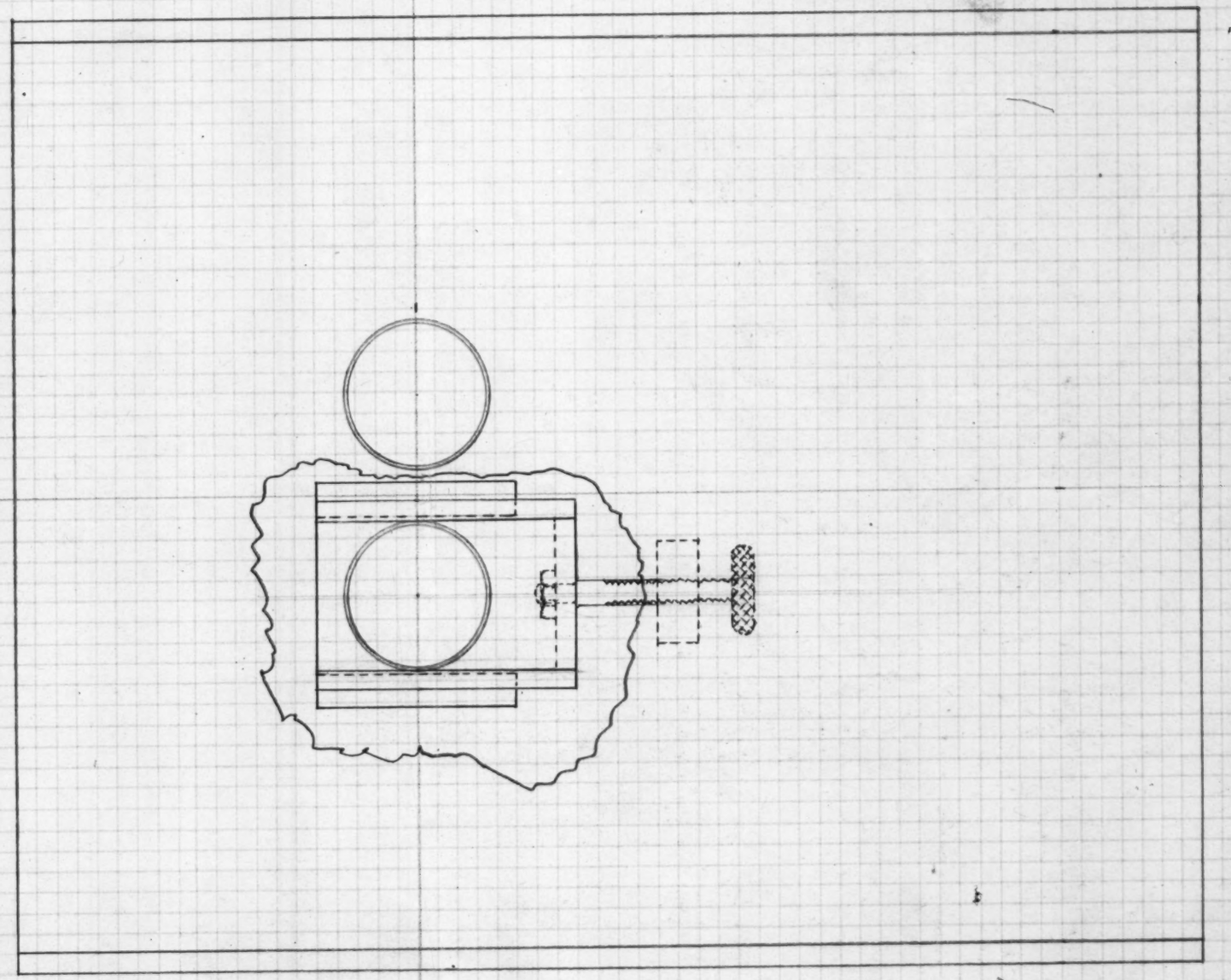

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Nov. 16, 1914

Chas R. Uebelmesser

Vol 24

Page 488

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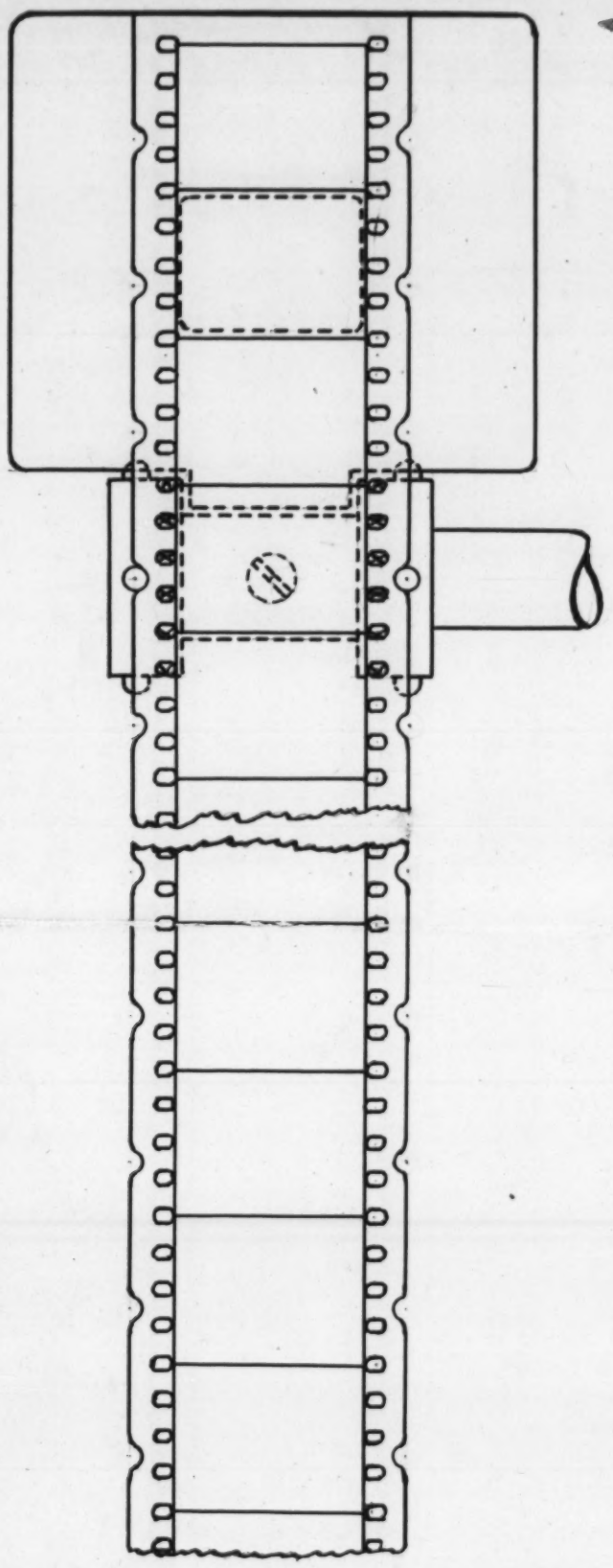
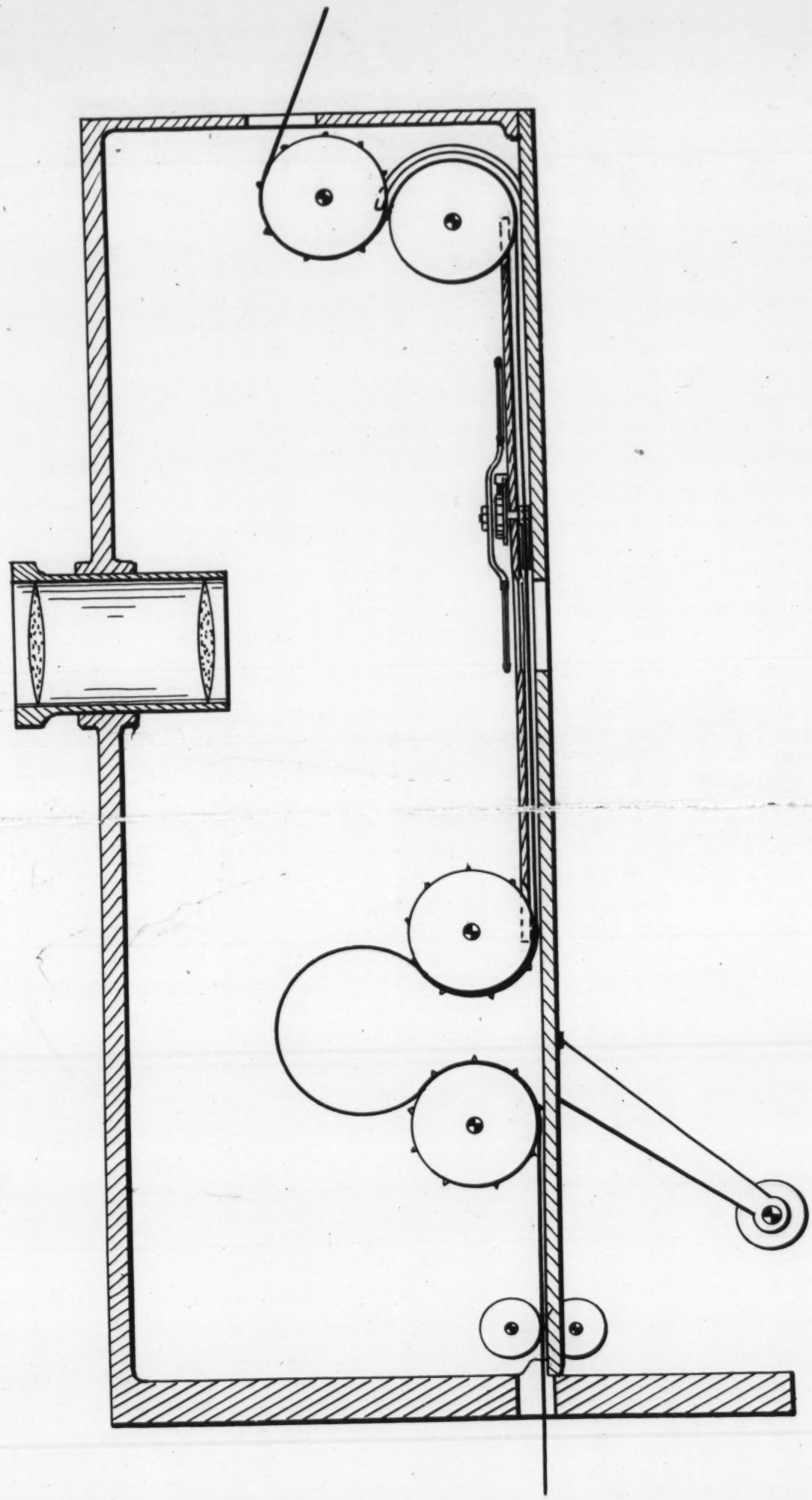


WITNESSES:

INVENTOR

BY

ATTORNEY



WITNESSES:

INVENTOR

BY

ATTORNEY

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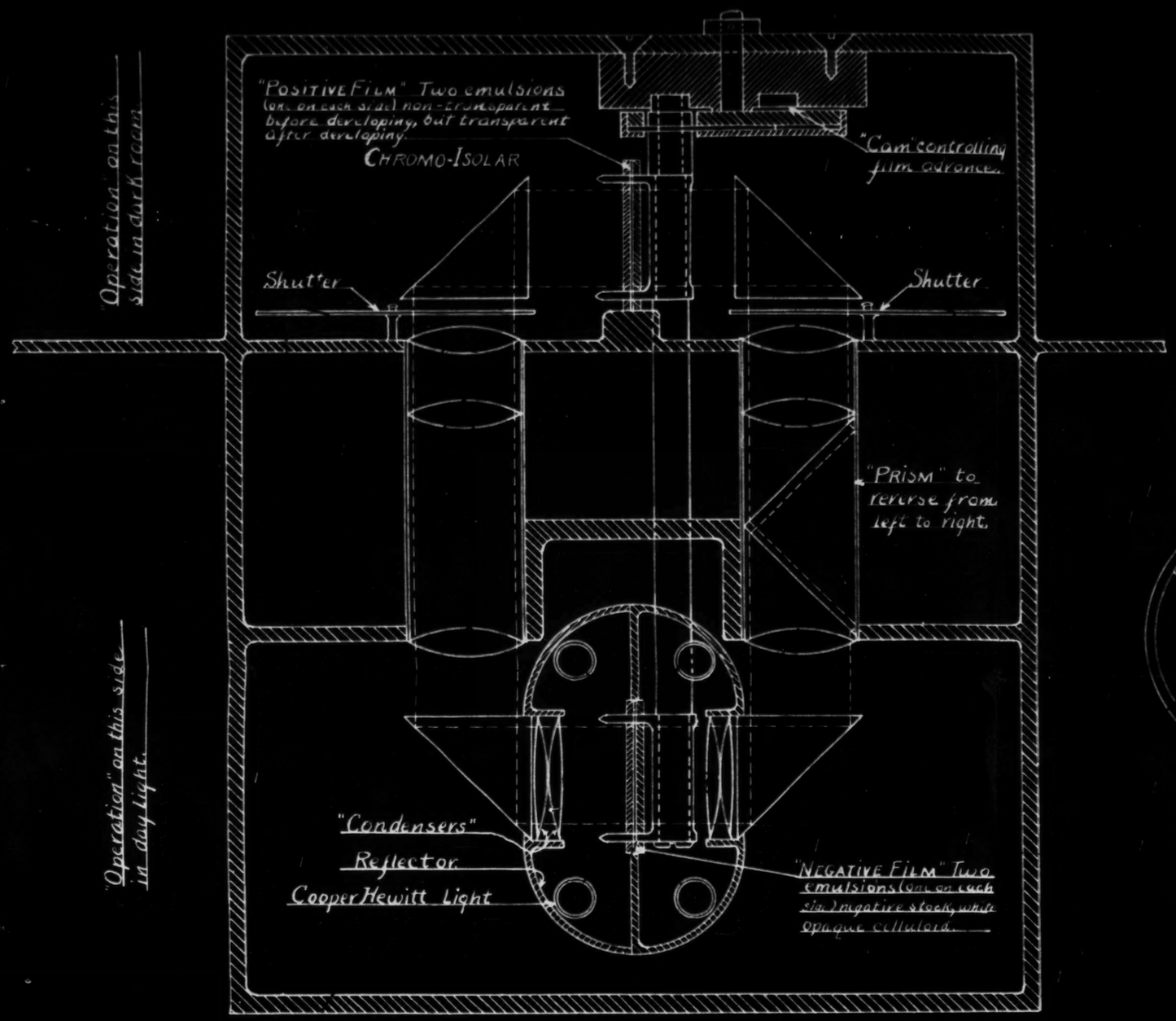
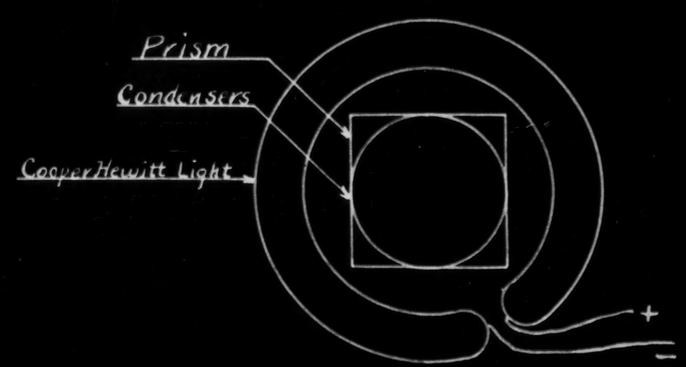
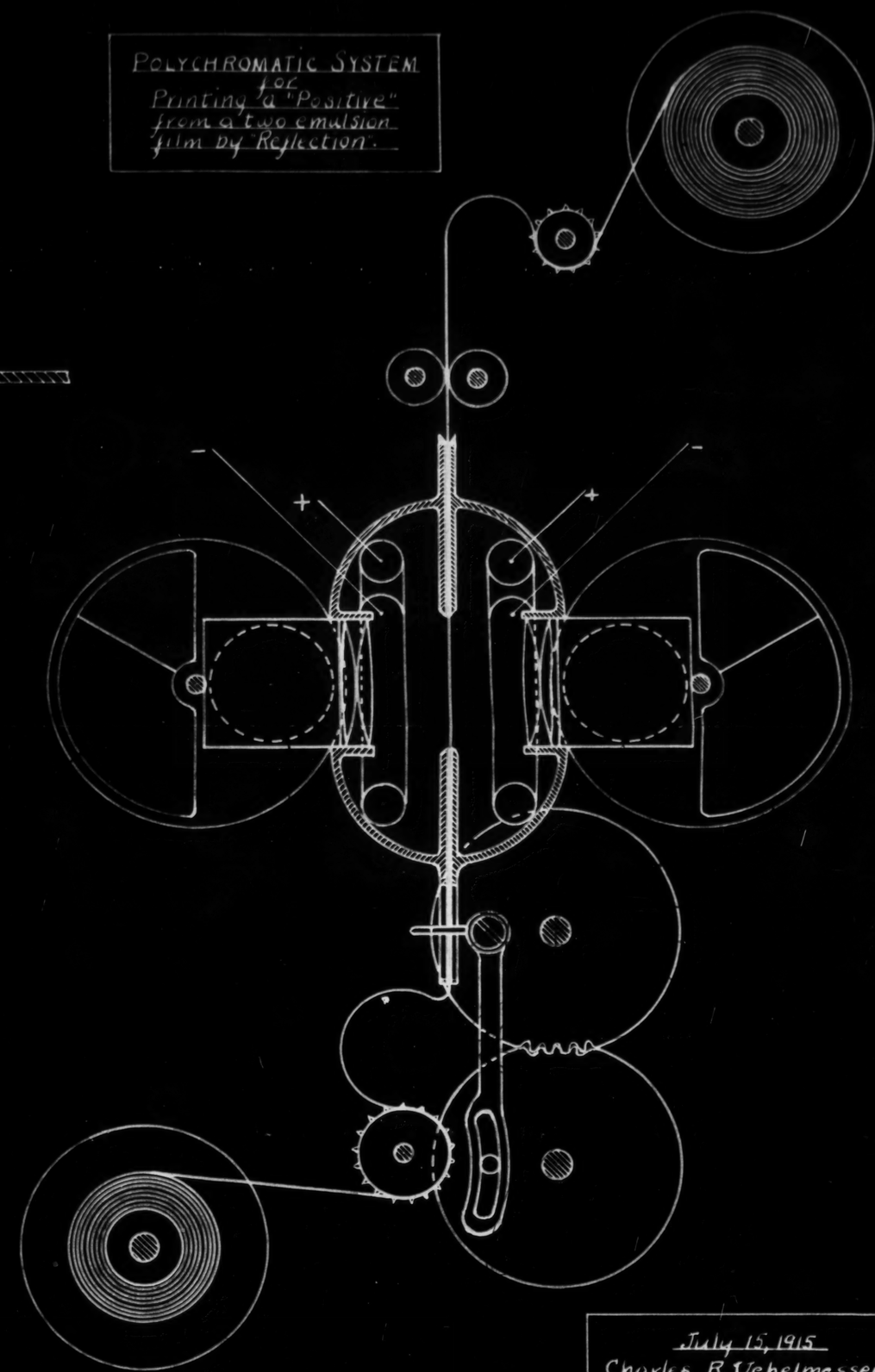
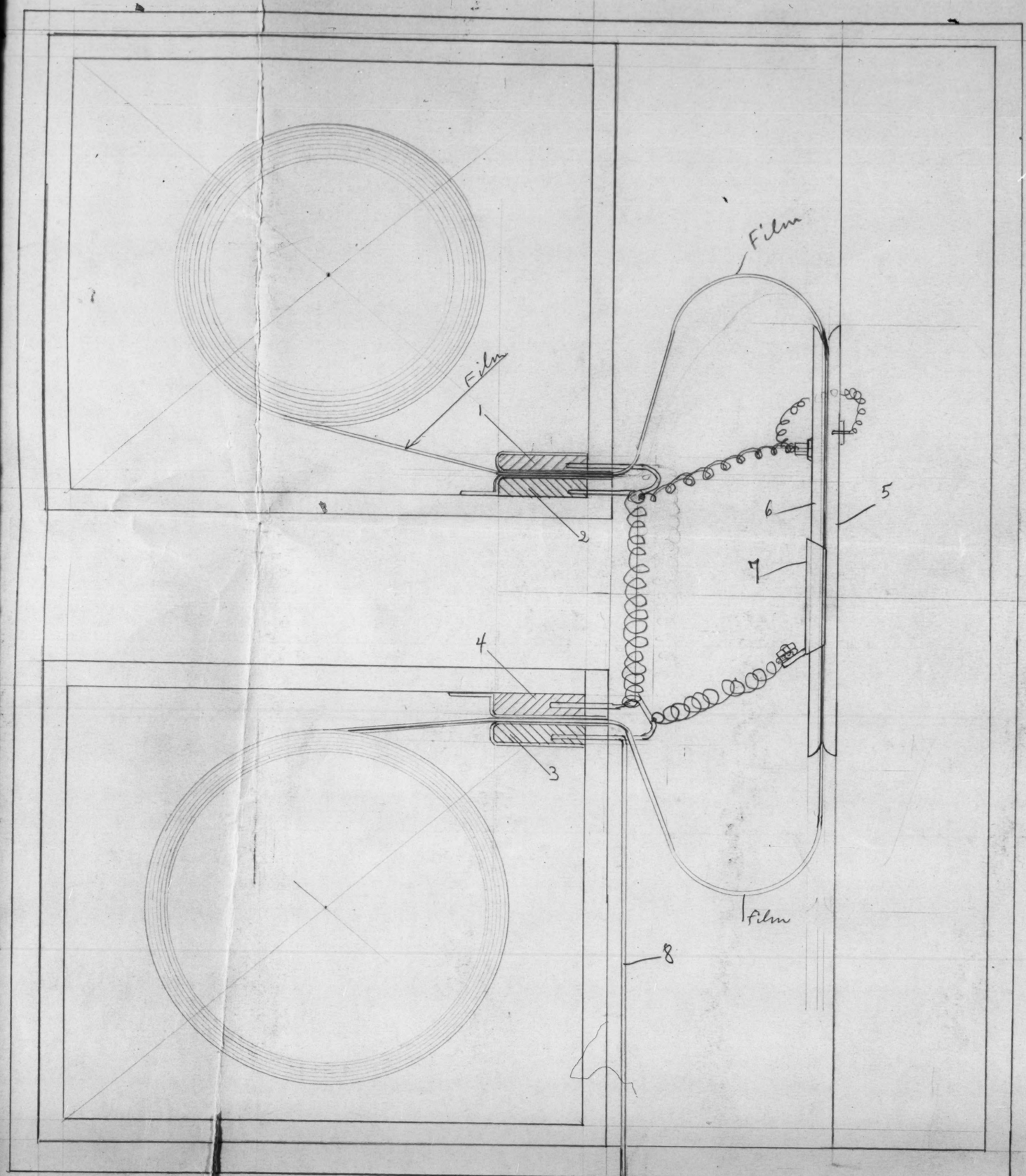






July 15, 1915
Charles R. Uebelmesser
William Wendernold.



1. 2. 3. 4 are copper plates inside ~~of~~ the usual felt packing trough wich the film passes these copper plates must be conected with each other by copper wires also the apperture plate 5 and the door 6. including the tension stoc 7. the wire 8 must lead to a binding post outside of the camera, to wich a copper wire must be fastened leading to a water pipe (preferably)

In the absence of a water pipe gas pipe can be used

In the absence of both a copper stick can be stuck into moist ground and the wire connected thereto

Only ~~fine~~ flexible copper wire with ~~silv~~ silk cover should be used such as can be obtained in any Electrical store

The water pipe connection is the best

The object of the arrangement is to discharge the static electricity made by the rubbing surfaces in the camera, therefore all rubbing surfaces must be connected with the discharge wire 9.

Cameras possessing no brass

this binding post can be located anywhere outside of the camera out of the operators way

Jan. 28/16
C.R.W. Stow.

7/17-18/1915

UEBELMESSER
PATENTS
(AHTB matter)

Telephone Gramercy 2946

C. R. Baird Company

Machine Parts

IRON CASTINGS
SCREW MACHINE PRODUCTS
SMALL GEARS

24 East 23rd Street

New York

12/12/14

Mr. Chas. R. Uebelmesser,

Dannemora, N. Y.

Dear Sir:

I regret exceedingly to learn that you are in trouble and beg to extend my sympathy. I understood you had been sent to Sing Sing and went up there yesterday to see you.

As you are aware, Nicholas Power brought suit against me sometime ago for alleged infringements of his patents on a framing device and a magazine valve and this case will probably come to trial within a couple of weeks. As far as we have been able to learn, Mr. Power never invented anything and framing devices operated on the same principle as his and magazine valves practically identical in construction were in common use long before Mr. Power made applications for patents, the one for framing device being filed March 29, 1905 and the one for the magazine May 5, 1906. We are advised that when Mr. Power had a shop at #117 Nassau St., that Mr. Tom Kelly and you were employed by Power and not only did most of the repairing and manufacturing but that you or Mr. Kelly originated any improvements. In the beginning Mr. Power used to buy Edison machines which did not have any feed or take-up sprockets, in which the framing was done by moving the door by means of a threaded

rod. We understand Power improved these machines by putting in sliding rods and a link and lever framing device and added a feed sprocket. In these machines the whole mechanism moved with the exception of the aperture plate but later Power started to build machines which employed only a framing carriage, moving the intermittent movement. Mr. Eberhard Schneider also employed a framing carriage somewhat similar but operated differently and we have reason to believe that practically the same device was used by other people and was employed in Germany.

It is my understanding that you not only obtained a great many patents but that you have a large collection of old patents pertaining to moving picture machines and I beg to inquire whether you would be willing to loan these to me for a short time and if so, where could these papers be obtained? I will promise to take the best care of them, to keep them in my possession and will see they are returned to any place you mention.

Regarding magazine valve, we have a valve made by Earl Wooden several years prior to application made by Power and this valve is the same in all essential respects as the one for which Mr. Power obtained a patent.

Saturday is a short day with us and since starting this letter the writer has been tied up with a number of visitors and has some urgent engagements which makes it impossible to write further. We feel sure you appreciate all the circumstances of the case and any assistance you may give us will be most sincerely appreciated.

With best wishes for your future and hoping to see you as

soon as you return to New York, we remain,

Yours truly,

C. R. BAIRD COMPANY.

C R Baird Prest.

CRB/McB

Telephone Gramercy 2946

C. R. Baird Company

Machine Parts

IRON CASTINGS
SCREW MACHINE PRODUCTS
SMALL GEARS

24 East 23rd Street

New York

2/3/15

Mr. Chas. R. Uebelmesser,
Tombs Prison,
New York, N. Y.

My dear Uebelmesser,

Since I saw you I have been crowded with a mass of work and away from home part of the time. In the rush I overlooked sending you the ten spot but I herewith beg to enclose same.

I also promised to send you copies of the MOTION PICTURE NEWS but regret to have to advise I have none on hand. Mr. Gillette promised to let me have about a dozen copies of each issue containing an account of the trial but has not yet delivered same. As soon as these arrive I will be glad to send one of each number to you.

Referring to patent obtained by Power on loop setter, it is my understanding that you thought the sprocket had a variable speed but in glancing over the patent I fail to find that such is the case. I herewith enclose copy of this patent and if you will kindly let me hear from you at your convenience regarding the matter will be exceedingly obliged and beg to thank you in advance.

Yours truly,

Chester R. Baird

TO BE FILLED IN BY INTERNAL REVENUE BUREAU.

Examined by .....

Audited by .....

Recorded by .....

Form 1031 (Revised).

INCOME TAX.

THE PENALTY

FOR FAILURE TO HAVE THIS RETURN IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE WITHIN THE TIME REQUIRED BY LAW IS NOT MORE THAN $10,000 AND THE ASSESSMENT IS INCREASED FIFTY PER CENT.

RETURN OF ANNUAL NET INCOME.

(Section 2, Act of October 3, 1913.)

TO BE FILLED IN BY COLLECTOR.

List No. ..... *Class* .....

Assessment List 23-A ....., *191* (Month.)

Page ..... *Line* .....

IMPORTANT.

Read this form and all instructions carefully and fill in supplementary statement before making entries in return proper.

CORPORATIONS.

(OTHER THAN INSURANCE COMPANIES.)

Above space to be stamped by Collector, showing district and date filed.

RETURN OF NET INCOME for the {Calendar / * Fiscal} year ended Dec 31st, 1914

by David W. Griffith Corporation, (Name of corporation, joint-stock company, or association.) (Kind of business.)

and located at 2 Rector St. Manhattan City, County, State of New York (Street and number.) (City or town.) (State.)

(The address given must be that of the principal place of business of the corporation.)

If no figures are to be extended opposite any item in the return the word "None" should be inserted.

1. Total amount of paid-up capital stock outstanding at the close of the year or the capital employed in the business	$ 10,000.00
2. Total amount of bonded and other indebtedness outstanding at the close of the year exclusive of indebtedness wholly secured by collateral, the subject of sale in the ordinary business of the corporation	$ None

3. GROSS INCOME:	Dollars.	Cts.	DEDUCTIONS.	Dollars.	Cts.
(a) From operations	$ None		4. (a) Expenses, general	$ None	
(b) From rentals	None		(b) Rentals	None	
(c) From interest	None		5. (a) Losses	None	
(d) From dividends received	None		(b) Depreciation and depletion	None	
(e) From other sources	None		6. (a) Interest actually paid	None	
			(b) Interest paid on deposits (banks)	None	
Total gross income	$ None		7. (a) Taxes, Federal and State	None	
Total deductions	$ None		(b) Taxes, foreign	None	
8. NET INCOME	$ None		TOTAL DEDUCTIONS	$ None	

We, officers of the above-named corporation whose return of net income is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in the supplementary statement and in any additional list or lists attached to or accompanying this return, are, to his best knowledge and belief and from such information as he has been able to obtain, true and correct in each and every particular.

Sworn to and subscribed before me this 27th day of February, 1915

Seal of officer taking affidavit.

Notary Public (Official capacity.)

Albert W. Wampler *President.*

Treasurer.

GENERAL INSTRUCTIONS.

Time of filing returns.—Returns made on the basis of a calendar year must be filed with the Collector of Internal Revenue of the district in which is located the principal place of business of the corporation, on or before *March 1;* if made on the basis of a FISCAL YEAR* they must be filed within 60 days after the close of such year.

Principal place of business.—As used in the income tax law the principal place of business is the place or office in which are kept the books of account, papers, and other data from which the return is prepared.

***Fiscal year.**—Corporations desiring to make returns of annual net income on the basis of a fiscal year other than the calendar year, must, not less than 30 days prior to March 1, file with the collector a notice in writing designating the last day of some month as the close of such fiscal year. The notice must be filed not later than January 29 of the year in which the fiscal period of 12 months closes. A return for that portion of the calendar year preceding the first full fiscal year must be filed on or before March 1 of the next calendar year, and the return for the fiscal year (12 months) must be filed on or before the last day of the 60-day period next following the close of the fiscal year. **Example:** A corporation desiring to designate June 30, 1915, as the close of its fiscal year, must file notice with the collector not later than January 29, 1915, and its return for its first fiscal year (July 1, 1914, to June 30, 1915) must be filed on or before August 29, 1915, and its return for the period January 1 to June 30, 1914, on or before March 1, 1915.

Extension of time.—In the case of neglect to file the return within the prescribed time, the collector is authorized to grant an extension for the filing period not exceeding 30 days, provided such neglect was due to absence or sickness of an officer required to sign the return, and provided an application in writing is made prior to the expiration of the period for which extension may be granted.

Signatures and verification.—Returns must be signed and verified by two officers of the corporation, that is, by the president, vice president, or other principal officer, and the treasurer or other financial officer, and must be sworn to before an officer authorized to administer oaths and the seal of the attesting officer, if he is required to have a seal, must be impressed on the return in the space provided for that purpose.

Subsidiary companies.—The corporation making this return should attach hereto a list of all its subsidiary companies, if any, with the location of the principal place of business of each.

Foreign corporations.—Foreign corporations subject to the law are required to make returns to the collector of the district in which the principal place of business in the United States is located. The gross income to be returned is that received from business transacted and capital invested in the United States. The losses deductible are those relating to the business done in this country and not compensated by insurance or otherwise. The amount of interest deductible is the amount actually paid within the year on its bonded or other indebtedness to an amount of such bonded or other indebtedness not exceeding the proportion of one-half of the sum of the interest-bearing indebtedness outstanding at the close of the year plus the paid-up capital stock then outstanding (or if no capital stock the proportion of the capital employed in business) which the gross amount of its income for the year from business transacted and capital invested within the United States bears to the gross amount of its income derived from all sources within and without the United States. Such corporations are not permitted to deduct foreign taxes paid, but may deduct from gross income all domestic taxes paid within the year.

Penalties.—Corporations refusing or neglecting to file returns within the time prescribed by law or rendering false or fraudulent returns shall be liable to a penalty of not exceeding $10,000, and an additional tax of 50 per cent in case of neglect to file the return within the time prescribed by law, and 100 per cent in the case of a false or fraudulent return shall be added to the assessment.

Any officer of any corporation required by law to make, render, sign, or verify any return, who makes any false or fraudulent return or statement with intent to defeat or evade the assessment required to be made shall be guilty of a misdemeanor, and shall be fined not exceeding $2,000 or be imprisoned not exceeding one year, or both, at the discretion of the court, with the costs of prosecution.

SUPPLEMENTARY STATEMENT.

The following information must be furnished by every corporation, joint-stock company, or association, without which the return will not be accepted as complete. The items herein relate to the items listed above and bear corresponding numbers.

1. PAID-UP CAPITAL STOCK:

Unissued or treasury stock should not be included in this item, but only such stock as has been actually issued and is outstanding at the close of the year and for which payment has been received. Where the stock issued is payable in installments or assessments, only so much of it as has been actually paid in upon such installments or assessments should be reported.

In case no stock is issued there should be reported the amount of capital actually employed in the business and property of the corporation at the close of the year.

(a) Paid-up "common stock"	$ 10,000.00
(b) Paid-up "preferred stock"	None
Total paid-up stock	$ 10,000.00
or (c) Capital employed in business	$ None

2. INDEBTEDNESS:

All interest-bearing indebtedness, for the payment of which the corporation or its property is bound, should be reported below. In the case of banking corporations and like financial institutions deposits should not be reported as indebtedness. Indebtedness wholly secured by collateral, the subject of sale in the ordinary business of the corporation should be reported here, but such indebtedness should not be considered in determining the amount of interest deductible under item 6 (a) as interest on such indebtedness is allowable as a deduction under item 4 (a) as an expense.

Character of obligation.	Rate of interest.	Principal.
		$ None
Total indebtedness		$

C2—7349

(OVER.)

3. GROSS INCOME:

All manufacturing, mercantile, and other corporations which determine their annual gain or loss by inventory are required to state the same in the form indicated below. If the annual income or loss is determined otherwise, the methods employed must be stated in the space provided.

Any appreciation in the value of assets due to appraisal or adjustment and taken up on the books should not be reported as income until such appreciation as a result of a complete or closed transaction has been converted into cash or its equivalent.

The profit or income to be returned in the event of the sale of capital assets should be determined upon the basis of the difference between the cost and selling price of such assets. If the assets were acquired prior to January 1, 1909, the profit resulting from their sale may be prorated, in which case the amount apportioned to the years subsequent to January 1, 1909, will be included as income.

(a) FROM OPERATIONS:

Per inventory—

Sales during year	$	Overhead charges should not be included in inventory (see item 4).
Stock on hand at close of year		
Total		$
Purchases during year	$ None	
Stock on hand at beginning of year		
Total		$
Total gain or loss		$

(If inventory shows loss make entry in red ink or strike out gain.)

If inventory is not used, state below method of determining gain or loss.

None

(b) FROM RENTALS:

Rentals to be reported as income will include all payments received in cash or its equivalent as rent on buildings or other property owned by the corporation making the return.

(c) FROM INTEREST:

Interest to be reported as income includes all interest received on bonds or securities owned by the corporation with the exception of interest on obligations of a State or political subdivision thereof or interest upon the obligations of the United States or its possessions, which latter interest for the purpose of information should be extended on this line ..... $

(d) FROM DIVIDENDS RECEIVED:

Dividends received upon the stock of other corporations must be included in the gross income of the corporation receiving the same and are not deductible from gross income in ascertaining the net income upon which the tax is computed.

(e) FROM OTHER SOURCES:

All other sources from which income has been received should be indicated below and the amount received from each such source should be extended in the space provided.

	None
Total	$

DEDUCTIONS.

4. EXPENSES, GENERAL:

The items below should only include the ordinary and necessary expenses paid within the year in the maintenance and operation of the business and properties of the corporation, not including interest payments, which are to be reported under Item 6 (a), except interest paid on indebtedness wholly secured by collateral the subject of sale in the ordinary business of the corporation, as such interest may be reported under this item as an expense.

All expenses for material, labor, fuel, and other items entering into the cost of the goods produced, sold or inventoried are deductible under this head as expense, provided such items have not been considered in determining the income derived from operations under Item 3 (a).

Expenditures for incidental repairs which do not add to the value of the property are deductible as expenses, but expenditures for additions and betterments which add to the value of the property are not deductible under this or any other item of the return. Expenditures for renewals and replacements are not, as such, deductible as expenses, but should be charged to depreciation reserve account.

Salaries of officers in order to constitute an allowable deduction must be reasonable compensation for the services rendered and must not comprehend any compensation for capital invested in the business.

Rentals should be reported separately under Item 4 (b).

(a) 1. Labor, wages, commissions, etc	$
2. Fuel, light, power, etc	None
3. Repairs	
4. Interest on indebtedness wholly secured by collateral the subject of sale, etc	
5. Salaries of officers	
6. Other expenditures	
Total expenses	$

4. (a) 7. Names of officers and employees to whom salaries of $3,000 or more were paid during the year and amount paid to each. (If the space below is not adequate, a list marked "Item 4 (a)" containing this information should be attached to this form.)

Name.	Amount.
	$
None	
Total	$

(b) RENTALS:

This item should include all rentals or other payments required to be made as a condition to the continued use or possession of the property. In cases where interest on a mortgage on property occupied or used by the corporation is paid as a condition to its possession and use, such interest may be included under this item.

5. (a) LOSSES:

Losses deductible under this item must be distinguished from depreciation or allowances for wear and tear, exhaustion, or obsolescence of property. The losses must be absolute, complete, actually sustained and charged off on the books of the corporation, and if the loss results from the sale of assets acquired prior to January 1, 1909, such loss may be prorated and the amount apportioned to the years subsequent to January 1, 1909, may be deducted under this item.

Book entries representing a shrinkage in the value of securities are not a loss within the meaning of the law and can not be deducted from gross income either as a loss or as depreciation.

Losses compensated by insurance or otherwise are not deductible.

Describe character of losses.	Date charged off.	Amount charged off.
		$
	None	
Total		$

How were the deducted losses ascertained and determined?

When were they ascertained to be losses?

(b) DEPRECIATION AND DEPLETION:

The amount deductible on account of depreciation is an amount which fairly measures the deterioration during the year in the value of the physical property with respect to which it is claimed, and such amount should be determined upon the basis of the cost of the property and the probable number of years constituting its life. Stocks, bonds, and like securities are not subject to wear and tear, exhaustion, or obsolescence within the meaning of the law, and any shrinkage in their value due to fluctuations in the market is not deductible either as depreciation or loss.

On what class of property is depreciation claimed?

What was its cost? $..... At what rate was depreciation computed?

DEPLETION.—In computing depletion in the case of natural deposits the rate should not exceed 5 per cent of the gross value at the mine of the output for the year.

State cost of property exclusive of equipment, improvement, etc	$
Amount previously charged off on account of depletion	$

Date of purchase of property

6. (a) INTEREST ACTUALLY PAID:

The amount of interest which may properly be deducted under this item is the amount actually accrued and paid within the year on an amount of bonded or other indebtedness not in excess of the paid-up capital stock outstanding at the close of the year plus one-half of the interest-bearing indebtedness also then outstanding. Where there is no capital stock the amount of interest deductible is the amount actually paid on an amount of indebtedness not in excess at any time during the year of the capital employed in the business at the close of the year.

Interest paid on mortgage indebtedness, assumed or unassumed, on property to which the corporation has taken or is taking title, or in which it has an equity, or in the acquirement of which the mortgage was considered a part of the purchase price, should be reported under this item.

Interest paid in lieu of rent on a mortgage secured by property which the corporation occupies should be reported under Item 4 (b).

Interest paid on indebtedness wholly secured by collateral the subject of sale in the ordinary business of the corporation should be reported under Item 4 (a) and Item 2.

INTEREST PAYMENTS ACTUALLY MADE DURING YEAR.

Name of obligation.	Amount of principal.	Rate of interest.	Amount of interest paid.
	$ None		$
Total	$		$

(b) INTEREST PAID ON DEPOSITS (BANKS):

Interest paid on deposits is a proper deduction from gross income under this item in case of banks and banking institutions only.

7. (a) TAXES—FEDERAL AND STATE:

(b) TAXES—FOREIGN:

Taxes deductible under these items are such taxes actually paid within the year as are imposed by either the United States or any State or Territory thereof, or by the Government of any foreign country, not including taxes for local benefits, nor taxes paid by corporations pursuant to their covenants on their bonds.

A reserve for taxes, as such, is not deductible.

Banks paying taxes assessed against their stockholders because of their ownership of the shares of stock issued by such banks can not deduct the amount so paid in making their return unless specially authorized to do so by the laws of the State in which they do business.

Where sufficient space is not provided for the entry of the information required in the "Supplementary statement," lists containing full information in the form indicated should be marked in accordance with the particular item and attached to this form. Totals entered in the "Supplementary statement" must agree with entries of corresponding items at the beginning of this form.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MAJESTIC MOTION PICTURE COMPANY

ASSETS AND LIABILITIES

FEBRUARY 28th, 1915

A S S E T S

Cash on hand and in Bank		5426.27
Accounts Receivable		32162.69
Investments - Greenwich Litho Co	1300.00	
Mutual Film Corp'n	91550.00	92850.00
Special Features		37663.44
Studio Equipment - California	6723.04	
New York	7566.19	14289.23
Exploitation and Negatives		44350.00
Inventory		63624.05
Goodwill		40000.00
		330365.68

L I A B I L I T I E S

Accounts Payable - New York		37673.40
Notes Payable		35000.00
Special Accounts Payable-H.E.Aitken	1300.00	
Mutual F.Co	17306.67	18606.67
Capital Stock		130000.00
Surplus		129085.61
		330365.68

MAJESTIC MOTION PICTURE COMPANY

SURPLUS

FEBRUARY 28th, 1915

C R E D I T S

February 1st, 1915	By Balance	119944.30
PROFIT FOR MONTH OF FEBRUARY, 1915		9141.31
		129085.61

MAJESTIC MOTION PICTURE COMPANY

PROFIT AND LOSS

FEBRUARY 28th, 1915

C R E D I T S

Feature Revenue	554.92

C H A R G E S

PROFITS FOR FEBRUARY 1915	8586.39
NET PROFIT FOR FEBRUARY TRANSFERRED TO SURPLUS	$ 9141.31

MAJESTIC MOTION PICTURE COMPANY

TRIAL BALANCE

FEBRUARY 28th, 1915.

		DEBIT	CREDIT
Capital Stock			120000.00
Surplus			129085.61
Goodwill		40000.00	
General Cash		426.78	
Reserve Cash		75.00	
Accounts Receivable	Current	12329.95	
" "	Western Import Co Ltd	1836.37	
" "	Deferred	5964.15	
" "	D.W.Griffith Co	10707.35	
" "	H.E.Aitken	16.56	
" "	Continental F.F.Corp'n	200.00	
" "	Reliance M.P.Corp'n	658.23	
" "	Clansman Company	650.08	
Imar the Servitor		7919.69	
Home Sweet Home		786.37	
Avenging Conscience		10548.70	
Woman & the Law		15100.06	
Ruy Blas		3308.72	
Inventory		63624.05	
Exploitation & Negative		44350.00	
Investment-Greenwich Litho Co		1300.00	
" Mutual Film Corp'n		91550.00	
Studio Equipment-California		6723.04	
" " New York		7566.19	
Petty Cash		53.86	
Los Angeles Studio		4870.63	
Accounts Payable-Finished Features			17319.18
" " H.E.Aitken-Current			454.07
" " Miscellaneous			5140.31
" " Mutual Film Corp'n			13959.55
" " Mutual Assessment			674.49
" " Income Tax			125.80
" " Special-H.E.Aitken			1300.00
" " " Mutual Film Corp'n			17306.67
Notes Payable-H.E.Aitken			10000.00
" " Corn Exchange			13000.00
" " Thanhouser Film Corp'n			8000.00
		330365.68	330365.68

MAJESTIC MOTION PICTURE COMPANY.

STATEMENT OF ACCOUNTS RECEIVABLE

FEBRUARY 28th, 1915

Current	12329.95	
Western Import Company, London	1636.37	
Deferred	5964.15	
D.W.Griffith Company	10707.35	
H.E.Aitken	16.56	
Continental F. F. Corp'n	200.00	
Reliance M. P. Corporation	658.23	
Clansman Company	650.08	32162.69

MAJESTIC MOTION PICTURE COMPANY

STATEMENT OF ACCOUNTS RECEIVABLE

continued

FEBRUARY 28th, 1915.

SPECIAL FEATURES

Imar the Servitor	7919.69	
Home Sweet Home	786.27	
Avenging Conscience	10548.70	
Woman & the Law	15100.06	
Ruy Blas	3308.72	37633.44

MAJESTIC MOTION PICTURE COMPANY

INVENTORY

FEBRUARY 28th, 1915

UNRELEASED NEGATIVES-NEW YORK

19 Negatives subject to Revenue @ 40.00	760.00	
Posters	466.86	1226.86

UNRELEASED NEGATIVES-CALIFORNIA

Costly Exchange	1 reel		1263.01	
Bobby's Bandit	1 "		1331.77	
His Return	1 "		1611.74	
Minerva's Mission	2 "		1756.94	
Bill Gives a Smoker	1 "		664.57	
Temperance Lesson	1 "		986.14	
Her Buried Past	2 "		1973.97	
Caught by the Handle	1 "		919.22	
Emerald Brooch	1 "		879.23	
Forged Testament	2 "		2116.15	
Ethel's Dog Gone Luck	1 "		909.16	
The Greaser	1 "		1341.41	
Old Chemist	2 "		1201.34	
Lost House	4 "		2101.57	
Outcast	4 "		2968.19	
Enoch Arden	4 "		9037.78	
Man's Prerogative	4 "	Partly	4246.04	
Bred in the Bone	3 "	"	3486.62	
Vengeance	3 "	"	2380.66	
Image of the Past	1 "	"	472.96	
Breach Line	3 "		1728.99	
Farm Folks (Shelved) 878.38	1 "		400.00	
Suffragette Postmistress (Shelved) 867.58	1 "		400.00	
Mixed Values	1 "		809.55	
38 Sample Prints @ 40.00			1520.00	
Negative Stock on Hand 3200' @ .03			96.00	
" " in Transit 25000' @ .03			750.00	
Positive Srock on Hand 8300' @ .0265			219.95	
" " in Transit 20000' @ .0265			530.00	
Chemicals (4/7 portion of 1344.86)			768.49	62397.19
				63624.05

MAJESTIC MOTION PICTURE COMPANY

STATEMENT OF INCOME AND PORFIT AND LOSS

FEBRUARY 28th, 1915.

SALES				
Comm.for Financing Features		11.50		
Film		48032.73		
Posters		3798.85		51843.08
DEDUCT COST OF SALES				
Inventory Feb. 1st, 1915		40293.18		
Purchase of Stock				
Negative		3098.85		
Positive		15382.86		
Printing and Developing		8072.73		
Poster Printing		3515.65		
Purchased from Reliance Co				
Fatal Black Bean-Negative		1659.16		
Day that vis Gone "		2403.88		
		73436.11		
Less Sales to Reliance Co				
Man with a Record-Neg.	1652.11			
Above Par "	1050.55			
Inventory Feb. 28th	63624.05			
		66326.71	7109.40	
ADMINISTRATION EXPENSE-NEW YORK				
Executive Salaries		820.00		
Office Salaries		140.00		
Miscellaneous Expense		5.34		
Insurance		1426.91		
Interest & Discount		196.33	2588.58	
SELLING EXPENSE-NEW YORK				
Advertising			757.07	
PACKING AND SHIPPING EXPENSE-NEW YORK			304.77	
PRODUCTION EXPENSE-CALIFORNIA				
Salaries Directors		5234.16		
" Stock Actors		9505.96		
" Extra "		8091.65		
" Camera Men & Assistants		2075.41		
" Prop Men with Directors		598.67		
" " & Scenic Depts		1482.40		
Rental of Props		1970.62		
" Costumes and Wardrobes		118.45		
Purchase of Props (Small)		236.17		
Lumber and Compo Board		400.63		
Misc.Material for Scenic Construction		159.35		
Special Labor " " "		91.50		
Auto Hire-Regular		784.74		
" " Special		372.73	28319.74	
			38979.56	51843.08

FORWARD		38979.56	51843.08
Auto Truck Salaries & Expenses	198.73		
Camera Repairs and Rentals	250.01		
Still Pictures	195.97		
Heat Light and Power	125.22		
Express Freight & Cartage	30.14		
Gen'l Labor and Watch Service	107.62		
Studio Rent	87.50		
" Lunches	40.50		
Outside Lunches	168.65		
" Production Expense	72.25	1276.59	
CONTINUED-----			
Locations	198.00		
Wardrobe Material Salaries & Exp	217.20		
Purchased of Finished Wardrobe	119.74		
Miscellaneous Expenses	171.77		
Scenarios Bought	855.00		
" Salaries & Expenses	838.35		
Cutting Salaries & Expenses	710.64		
Studio Repairs & Alterations	92.46		
Titles	197.30		
Premiums	285.00		
Plumbing & Sanitary Equipment	108.09	3793.55	
ADMINISTRATION EXPENSE-CALIFORNIA			
Executive & Office Salaries	343.75		
Printing & Office Supplies	46.50		
Telephone & Postage	69.32		
Telegrams	84.62		
Legal	25.00		
Miscellaneous Expense	6.25		
Publicity and Advertising	170.00		
		44795.14	
MANUFACTURING REVENUE	2430.48		
MANUFACTURING EXPENSE			
Mfg.Salaries 1325.08			
Chemical 235.52			
Water 14.68			
Repiars etc 5.35			
Heat Light Power 133.14			
Misc.Expense 49.34	1763.11		
LESS Manufacturing Revenue	667.37		
London Royalty	871.08	1538.45	43256.69
PROFIT FOR MONTH OF FEBRUARY			8586.39

WAIVER OF NOTICE
-of-
FIRST MEETING OF STOCKHOLDERS
-of the-
EPOCH PRODUCING CORPORATION

---oOo---

We, the undersigned, being all the parties named in the certificate of incorporation of the above company and all the subscribers to the capital stock thereof, do hereby waive all notice whatsoever of the first meeting of the incorporators and subscribers to the capital stock of said company and do consent that the day of March 1915, at 12 o'clock noon be and hereby is fixed as the time and the temporary office of the company at Room 1507 2 Rector Street, in the City, County and State of New York as the place for holding the same, and that all such business may be transacted thereat as may lawfully come before said meeting.

Dated, March 1915.

_____

_____

_____

EPOCH PRODUCING CORPORATION

MARCH 13, 1915

Mr. H. E. Aitken, President,
Epoch Producing Corporation,
Room 420, Longacre Building, N. Y.

Dear Sir:-

In accordance with your instructions I have examined various statements submitted representing cash receipts and disbursements for account of

EPOCH PRODUCING CORPORATION

and present the results of such examination herewith in three Exhibits and seven Schedules as follows:-

EXHIBIT "A"	Balance Sheet - March 13th, 1915.
"B"	Income and Expenditures to March 13th, 1915.
"C"	Analysis of Cash Receipts and Disbursements for account of the Corporation to March 13th, 1915.
SCHEDULE "1"	A - Issue of Capital Stock B - Surplus C - Payments received
"2"	Account of Majestic Motion Picture Company.
"3"	Account of Mr. J. P. Dunning.
"4"	Account of Mr. D. W. Griffith.
"5"	Account of Mr. J. J. McCarthy, Agent,
"6"	Account of Mr. H. E. Aitken, Agent.
"7"	Account of Mr. Al. S. Roth.

Subject to our Comments upon the Examination attached hereto, the foregoing correctly represent the financial standing of

EPOCH PRODUCING CORPORATION

at March 13th, 1915 and of the Income and Expenditures to that date.

Respectfully submitted

Arthur Young

Accountant and Auditor.

New York,

March 19th, 1915.

EPOCH PRODUCING CORPORATION

COMMENTS UPON THE EXAMINATION

The figures set forth in the various Exhibits and Schedules have been compiled from the following papers:-

1 - Statement of receipts and disbursements headed "The Clansman" with sundry statements attached thereto, transmitted by Mr. J. C. Epping of the Majestic Motion Picture Company, Los Angeles, California to Mr. D. W. Griffith with letter of March 3rd, 1915.

2 - Statement of Mr. J. P. Dunning.

3 - Statement of Mr. D. W. Griffith.

4 - Statement of Mr. J. J. McCarthy.

5 - Statement of Mr. H. E. Aitken.

6 - Statements of Mr. Al. S. Roth, March 6th and March 13th, 1915.

These statements have been rearranged in various Schedules so as to show how they are to be taken up on the books of the Epoch Producing Corporation of which Exhibit "A" presents the Balance Sheet at March 15th, 1915.

The distribution of expenditures as shown in Exhibit "B" has been made from such information as I had been able to obtain. The expenditures charged against the Liberty Theatre probably include some items that should be charged to General Expense, but this will not affect the total result.

In regard to the issue of Capital Stock - Schedule "1" I have applied $800.00 of the $1,325.00 paid by Mr. H. E. Aitken to Mr. J. P. Dunning on account of that much capital stock at par value for which five shares issued to the original subscribers Messrs. Scully, Weiss, Banshaf and one share issued to Mr. H. E. Aitken are to be delivered.

An extra copy of Schedule "2" is transmitted herewith as it should be sent to Mr. J. C. Epping, LosAngeles so that he may know how his report has been placed on the books of the Epoch Producing Corporation and make the necessary entries on his books.

An extra copy of Schedule "3" is also enclosed for transmittal to Mr. J. P. Dunning, and one of Schedule "6" for use of Mr. H. E. Aitken, personally.

Provision should be made for separating the expenditures of the company's general offices from those of the Liberty Theatre, so as to properly ascertain the net profit derived from the operation of the Theatre.

EPOCH PRODUCING CORPORATION

EXHIBIT "A"

BALANCE SHEET, MARCH 13, 1915.

ASSETS						
CASH	$			$	435	95
J. P. Dunning		102	08			
D. W. Griffith		313	52			
Al. S. Roth, Agent		20	35			
PRODUCTION COST				104	360	52
NEW YORK EXPENSE				33	682	59
GENERAL EXPENSE				2	777	81
				$141	256	87
LIABILITIES						
ACCOUNTS PAYABLE	$			$ 2	275	12
H. E. Aitken		725	00			
Majestic Motion Picture Company	1	550	12			
CAPITAL STOCK				110	000	00
SURPLUS					280	00
INCOME				28	701	75
				$141	256	87

EPOCH PRODUCING CORPORATION

EXHIBIT "B"

INCOME AND EXPENDITURES TO MARCH 13, 1915

INCOME							
Sales of California State Rights		$ 10	000	00	$		
Receipts Liberty Theatre, New York:							
Week ending March 6,	$ 5,381.50						
Week ending March 13,	13,320.25	18	701	75	28	701	75
EXPENDITURES							
Production Cost		104	360	52			
General Expenses		2	777	81			
Liberty Theatre:							
Preliminary	10,414.62						
Week ending March 6,	9,950.18						
Week ending March 13,	13,317.79	33	682	59	140	820	92
Deficit to date					$112	119	17

EPOCH PRODUCING CORPORATION

EXHIBIT "C"

ANALYSIS OF CASH RECEIPTS AND DISBURSEMENTS FOR ACCOUNT OF CORPORATION TO MARCH 13, 1915

	Receipts	Credit			Disburse-ments.	Debit		Balances	
		Stock Subscription	Income	Transfers		Expenditures	Transfers	Debits	Credits
Majestic Motion Picture Co. Los Angeles - Schedule "2"	$ 98 070 50	$ 96 600 00	$	$ 1 470 50	$ 99 620 62	$ 99 620 62	$	$	$ 1 550 12
J. P. Dunning - Schedule "3"	2 825 00	600 00		2 225 00	2 722 92	2 722 92		102 08	
D. W. Griffith-Schedule "4" - Note 1.	20 000 00	10 000 00	10 000 00		19 686 48	8 815 98	10 870 50	313 52	
J. J. McCarthy, Agent - Schedule "5" - Note 2.	10 980 00	2 800 00	280 00	7 900 00	10 980 00	6 393 43	4 586 57		
H. E. Aitken - Schedule "6" - Note 3.	58 680 00			58 680 00	59 405 00		59 405 00		725 00
Al. S. Roth, Agent - Schedule "7"	23 288 32		18 701 75	4 586 57	23 267 97	23 267 97		20 35	
	$213 843 82	$110 000 00	$ 28 981 75	$ 74 862 07	$215 682 99	$140 820 92	$ 74 862 07	$ 435 95	$ 2 275 12

Note 1. The Receipts by D. W. Griffith include his own subscription for $5,000.00.

Note 2. The item of $280.00 credited in Income is not included in Income on Exhibit "B" as it represents surplus paid in.

Note 3. The total Receipts by H. E. Aitken represent the subscriptions of himself, Mr. Roy Aitken and the Mutual Film Corporation.

EPOCH PRODUCING CORPORATION

SCHEDULE "1"

A. ISSUE OF CAPITAL STOCK

William P. Scully	$	100	00
Fred Francis Weiss		100	00
Albert H. T. Banzhaf		300	00
Harry E. Aitken		100	00
Harry E. Aitken	25	000	00
Roy Aitken	14	500	00
Mutual Film Corporation	15	500	00
W. H. Clune	15	000	00
Goldstein Company, Inc.	6	200	00
L. Hampton	5	000	00
Mae B. Ranger	5	000	00
R. J. Huntington	3	000	00
O. Wimpenny	3	000	00
S. Goldstein	1	000	00
J. Harrison	1	000	00
Majestic Motion Picture Company	2	400	00
D. W. Griffith	5	000	00
E. J. Banzhaf	5	000	00
Harry E. Aitken	2	800	00
	110	000	00

B. SURPLUS

Harry E. Aitken 28 shares @ 110	$ 3,080.00			
Less; par value	2,800.00		280	00

C. PAYMENTS RECEIVED

By J. P. Dunning	$ 600.00			
By Majestic Motion Picture Co.	96,600.00			
By D. W. Griffith	10,000.00			
By J. J. McCarthy	3,080.00	$110	380	00

EPOCH PRODUCING CORPORATION

SCHEDULE "2"

MAJESTIC MOTION PICTURE COMPANY

DEBITS									
SUBSCRIPTIONS:	$			$			$		
H. E. Aitken	55	000	00						
W. H. Clune	15	000	00						
Goldstein Co. Inc.	6	200	00						
L. Hampton	5	000	00						
M. B. Ranger	5	000	00						
R. H. Huntington	3	000	00						
O. Wimpenny	3	000	00						
S. Goldstein	1	000	00						
A. K. Detweiler (J. Harrison)	1	000	00						
Majestic Motion Picture Co.	2	400	00	96	600	00			
Credit Balance D. W. Griffith for which he has been credited on the books of Epoch Producing Corporation				1	470	50	98	070	50
CREDITS									
NEGATIVE									
Production Expenses, M. M. P. Co. Statement 5	88	318	45						
Less-Commission on subscriptions		700	00						
	87	618	45						
Negative Stock, 126,000ft.@3¢	3	780	00						
Express & C.O.D. charges on same		226	43						
Developing 126,000ft. @ 1¢	1	260	00	92	884	88			
SAMPLE PRINT									
Positive Stock from New York 87,000 ft.									
Positive Stock from regular stock 3,000 ft.									
90,000 ft.@ 2.85¢	2	385	00						
Express & C.O.D. charges on same		73	42						
Developing & Printing 90,000 ft. @ 1¢		900	00	3	358	42			
Carried Forward				$98	243	30	$98	070	50

EPOCH PRODUCING CORPORATION

SCHEDULE "2"
(Concluded)

MAJESTIC MOTION PICTURE COMPANY

Brought Forward	$			$96	243	30	$98	070 50
REGULAR PRINTS								
Positive Stock paid at Los Angeles 50,000 ft.								
Less; used for sample print 3,000 ft.								
47,000 ft. @ 2.65¢	1	245	50					
Express & C.O.D. charges on 50,000 ft.		43	70					
Express charges on 50,000 ft. paid in New York		38	67					
Developing & Printing 150,000 ft. @ 1¢	1	500	00					
Labor for Tinting		301	77					
Material for Tinting		249	68	3	377	32	99	630 62
BALANCE DUE MAJESTIC MOTION PICTURE COMPANY							1	550 12
Due								
Reliance Motion Picture Corp'n				1	434	91		
Majestic Motion Picture Co.	2	486	63					
Less; Stock subscription	2	400	00		86	63		
Goldstein Co., Inc.	6	250	00					
Less; Stock subscription	6	200	00		50	00		
Total				1	571	54		
Less; Cash Balance					21	42		
NET							$ 1	550 12

EPOCH PRODUCING CORPORATION

SCHEDULE "3"

MR. J. P. DUNNING

DEBIT		
Jan. 15, 1915, Check Harry E. Aitken	$ 1 325 00	$
Feb. 1, 1915, Check D. W. Griffith	1 500 00	2 825 00
CREDIT		
50,000 feet of Positive Stock	1 325 00	
50,000 feet of Positive Stock and expressage to LosAngeles	1 361 76	
Titles	19 86	
Messenger to Washington	16 30	2 722 92
Balance due Epoch Producing Corporation		$ 102 08

EPOCH PRODUCING CORPORATION

SCHEDULE "4"

MR. D. W. GRIFFITH

DEBIT							
W. H. Clune sale California State Rights		$ 10	000	00	$		
E. J. Banzhaf, Subscription		5	000	00			
D. W. Griffith, Subscription		5	000	00	20	000	00
CREDIT							
Expenditures, his statement		8	815	98			
Transfers:							
Majestic Motion Picture Co.	$1,470.50						
J. P. Dunning	1,500.00						
J. J. McCarthy	7,900.00	10	870	50	19	686	48
					$	313	52

EPOCH PRODUCING CORPORATION

SCHEDULE "5"

MR. J. J. MCCARTHY, AGENT

DEBIT		
Cash from D. W. Griffith	$ 7 900 00	$
Cash from H. E. Aitken	3 080 00	
Cash from himself personally	150 00	11 130 00
CREDIT		
Cash Expenditures	6 393 43	
Cash repaid himself personally	150 00	
Cash to Al. S. Roth	4 586 57	$ 11 130 00

EPOCH PRODUCING CORPORATION

SCHEDULE "6"

MR. H. E. AITKEN

DEBIT		
1 share William P. Scully	$ 100 00	$
1 share Fred Francis Weiss	100 00	
3 shares Albert H. T. Banzhaf	300 00	
1 share H. E. Aitken	100 00	
250 shares H. E. Aitken	25 000 00	
145 shares Roy Aitken	14 500 00	
155 shares Mutual Film Corporation	15 500 00	
28 shares H. E. Aitken @ 110	3 080 00	58 680 00
CREDIT		
Payments to the Clansman, Los Angeles	55 000 00	
Check to J. P. Dunning	1 325 00	
Check to J. J. McCarthy, Agent	3 080 00	59 405 00
Balance due H. E. Aitken		$ 735 00

EPOCH PRODUCING CORPORATION

SCHEDULE "7"

MR. AL. S. ROTH, AGENT

DEBIT						
Cash from J. J. McCarthy, Agent		$ 4	586	57	$	
Cash Receipts Liberty Theatre						
Week ending March 6,	$ 5,381.50					
Week ending March 13,	13,320.25	18	701	75	23	288 32
CREDIT						
Expenditures Liberty Theatre						
Week ending March 6,		9	950	18		
Week ending March 13,		13	317	79	23	267 97
Balance due Epoch Producing Corporation					$	20 35

A

INVESTORS AND AMOUNTS INVESTED

H. H. Aitken	$55,000
W. H. Clune/ c/o Auditorium Theatre	15,000
Goldstein Co. (in costumes) Los Angeles	3,000
Goldstein Co. (cash) " "	1,500
R. H. Goldstein " "	1,500
R. J. Huntington, c/o Auditorium Theatre	3,000
O. Wimpenny	3,000
L. Hampton	5,000
Mrs. Mae B. Hanger	5,000
Dr. H. J. Banzhaf	5,000
J. Harrison, c/o Baker Dotewiler Co., 812 West 6 Street, Los Angeles, Cal.	1,000

"THE CLANSMAN"

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS

SUBSCRIPTIONS

H. E. Aitken, Cash,		55000.00	
W. H. Clune, "		15000.00	
Goldstein Co. Inc., Costume Bill,	3000.00		
" " " " "	1250.00		
" " " Cash,	1000.00		
" " " "	1000.00	6250.00	
L. Hampton, "	2000.00		
L. Hampton, "	3000.00	5000.00	
M. B. Ranger, "		5000.00	
R. J. Huntington, "		3000.00	
O. Wimpenny, "	2000.00		
O. Wimpenny, "	1000.00	3000.00	
S. Goldstein, "		1000.00	
A. K. Detweiler, "		1000.00	
J. A. Barry, Commission, (See Statement No.1)		700.00	94950.00

MISCELLANEOUS LIABILITIES

D. W. Griffith, (See Statement No. 2.)	1470.50	
Reliance Motion Picture Co. (See Statement No.3 & 3-A)	1546.46	
Majestic " " " (" " No.4 & 4-A)	2950.71	5967.67
		100917.67

DISBURSEMENTS

NEGATIVE

Miscellaneous Production Expenses (See Stat. No.5 & 5-A)		88470.93	
Negative Stock, 126000 Ft. @ 3¢	3780.00		
Express and C.O.D. Charges on above,	226.43	4006.43	
Developing 126000 Ft. @ 1¢		1260.00	93737.36

SAMPLE PRINT

Positive Stock, 87000 from N.Y.			
3000 " Regular Stock			
90000 @ 2.65¢	2385.00		
Express and C.O.D. Charges on above,	73.42	2458.42	
Printing and Developing 90000 Ft.@ 1¢		900.00	
			3358.42

REGULAR PRINTS

Positive Stock, Paid at L.A. 60000 Ft.					
Less used for Sample print 3000 "					
57000 @ 2.65¢		1510.50			
Express and C.O.D. Charges,		52.64	1563.14		
Express chgs. on 50000ft. Positive ship'd Prep'd			36.67		
Printing and Develop 160000 Ft.@ 1¢ (See note below)		1600.00			
Labor for tinting,		371.22			
Material for tinting,		250.43	2221.65	3821.46	100917.24
					.43
Check sent to Albert H. Banzhaf, Treasurer					.43

Note

50000 Ft. Paid for in Los Angeles
100000 " " " " New York
10000 " " " " Los Angeles
160000 Ft.

PRODUCTION

1 Sample Print delivered to Clune
3 Regular " " " "
6 " " shipped to New York

10 Prints.

EPOCH

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York, March 14th,'15

Editor of The Evening Post,

New York City.

Sir:

As a constant reader of your masterful and courageous publication, I heartily endorse your and Miss Jane Addams' crusade against the motion picture, known as The Birth of a Nation.

Any photo-play, drama, literary publication or other so-called work of art, whether painting or otherwise, which tends to keep before the public the distinction between the colored and the white race, is a pernicious and insidious attack upon both people. You both are to be congratulated, because of your noble stand in recognizing that the colored people are mentally, morally and socially the peer of the whites; and we all are disgusted with those so-called public spirited whites, who champion the colored cause in the supercilious , condescending, charitable air of a superior to an inferior race. The sooner these people and the whites at large, especially the uncompromising type, as exemplified in Mr. Griffith, learn that anything that tends to segregate the colored people from the whites, will keep this race question forever a source of constant irritation to both peoples; and we therefore admire your stand of social equality, which will tend to hasten the intermarriage of the whites with the blacks, and the inter-mingling of their blood, so that in a few generations, the color question will be no more, and we will , all as brothers and patriots of one nation, live and co-mingle together on this earth, as Mr. Griffith so condescendingly depicts to be our future state of happiness in the hereafter.

A

I have taken the liberty of sending a copy of this letter to Mr. Griffith, so that he and his followers may be advised of the great wrong that they are perpetrating, not only upon our generation, but upon many generations to come, in their policy of segregating the colored from the white race. I will also send a copy of this letter to Miss Jane Addams, so that she may know that there are many people blessing her for her courageous stand.

Very respectfully,

J. C. Jenkins

CABLE ADDRESS "LUBIN" PHILADELPHIA

EXECUTIVE OFFICES AND STUDIO
20TH STREET & INDIANA AVENUE

LUBIN MANUFACTURING COMPANY

CHICAGO
LONDON
BERLIN
VIENNA
MANILA

MOSCOW
BARCELONA
RIO JANEIRO
MILAN
SIDNEY

PHILADELPHIA, PA. U. S. A.

March 22, 1915

Mr. Albert H. T. Banzhaf,

New York

Dear Mr. Banzhaf,-

In answer to your letter under date of March 15th., beg to state I shall be in New York next Friday at which time I will call you on the telephone and make a definite appointment with you.

Trusting this is satisfactory, I am,

Yours very truly,

S. Lubin

S.L.
L.M.L.

TO BE FILLED IN BY COLLECTOR.

Assessment List 23-B ..... (Month.)

Folio ..... Line .....

Above space to be stamped by Collector, showing district and date received.

Form 1040 (Revised).

INCOME TAX.

THE PENALTY

FOR FAILURE TO HAVE THIS RETURN IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 1 IS $20 TO $1,000.

(SEE INSTRUCTIONS ON PAGE 4.)

UNITED STATES INTERNAL REVENUE.

TO BE FILLED IN BY INTERNAL REVENUE BUREAU.

File No. .....

Examined by .....

Audited by .....

IMPORTANT.
Read this form through carefully. Fill in pages 2 and 3 before making entries on first page.

RETURN OF ANNUAL NET INCOME OF INDIVIDUALS.

(As provided by Act of Congress, approved October 3, 1913.)

INCOME RECEIVED OR ACCRUED DURING THE YEAR ENDED DECEMBER 31, 191...

Filed by (or for) David W. Griffith, of Hotel Alexandria (Street and number.)

Los Angeles (Post-office address.), Cal (State.)

COMPLETE ANSWERS SHOULD BE GIVEN TO THE FOLLOWING QUESTIONS.

Did you render a return of income for the preceding year? Yes If so, in what Internal Revenue District was it filed? Same

Were you *single* or *married* with wife or husband living with you on December 31, of the year for which this return is rendered? Married

Living alone If married, give full name of wife or husband Linda Griffith

Has your wife or husband income from sources independent of your own? do not know

Have you included your wife's or husband's income in this return? Amount paid her is included in net income

	Millions	Thousands	Hundreds	Cents
1. GROSS INCOME (brought from line 28)	$	45	300	00
2. GENERAL DEDUCTIONS (brought from line 36)	$	12	650	00
3. NET INCOME	$	32	620	00

Specific deductions and exemptions allowed in computing normal tax of 1 per cent.

	Millions	Thousands	Hundreds	Cents	Millions	Thousands	Hundreds	Cents
4. Dividends (brought from line 27)	$							
5. Income on which the normal tax has been paid or is to be paid at the source (brought from line 23, Column A)	$	14	100	00				
6. Specific exemption of $3,000, or $4,000, as the case may be	$	3	000	00				
NOTE.—If separate return is made by husband or wife and exemption is prorated, state amount claimed by: Husband ... $ ..... Wife ..... $								
7. Total deductions and exemptions (Items 4, 5, and 6)					17	100	00	
8. TAXABLE INCOME on which the normal tax of 1 per cent is to be calculated					15	520	00	

NOTE.—When the net income shown above on line 3 exceeds $20,000 the additional tax thereon must be calculated as per schedule below.

	INCOME. Millions	Thousands	Hundreds	Cents	TAX. Millions	Thousands	Hundreds	Cents
One per cent on amount over $20,000 and not exceeding $50,000	$	12	620	00	$		126	20
Two per cent on amount over $50,000 and not exceeding $75,000	$				$			
Three per cent on amount over $75,000 and not exceeding $100,000	$				$			
Four per cent on amount over $100,000 and not exceeding $250,000	$				$			
Five per cent on amount over $250,000 and not exceeding $500,000	$				$			
Six per cent on amount over $500,000	$				$			
9. Total additional or super tax					$		126	20
10. Total normal tax (1 per cent of amount entered on line 8)					$		155	20
11. Total tax to be paid					$		281	40

GROSS INCOME.

This statement must show in the proper spaces the ENTIRE AMOUNT of gains, profits, and income received by or accrued to the individual from all sources during the year specified on page 1, EXCEPT income derived from the obligations of the United States or any of its possessions, or of any State or political subdivision thereof, including district drainage bonds; and amounts paid by a State or any political subdivision thereof for services rendered as an officer or employee.

DESCRIPTION OF INCOME. NOTE.—If husband and wife render separate returns, only the income and deductions of the husband or wife (as the case may be) who renders *this return* shall be included herein; but if separate returns are not rendered by both husband and wife the income and deductions of both husband and wife shall be included separately as provided on this form.	A. Income on which the tax has been paid or is to be paid at the source.	B. Income on which the tax has NOT been paid or is not to be paid at the source.
TOTAL AMOUNT DERIVED FROM—	Millions / Thousands / Hundreds / Cents	Millions / Thousands / Hundreds / Cents
12. Salaries and wages	$ 1 4 1 0 0 0 0	$ 3 1 2 0 0 0 0
Wife's income		
13. Professions and vocations — None		
Wife's income		
14. Business, trade, commerce, or sales, or dealings in property, whether real or personal		
Wife's income		
15. Rents — None		
Wife's income		
16. *Interest* on notes, mortgages, bank deposits, and securities other than reported on lines 17 and 20		9 0 0 0
Wife's income		
17. *Interest* on bonds, mortgages or deeds of trust, or other similar obligations of domestic corporations, joint stock companies or associations, and insurance companies — None		
Wife's income		
18. Fiduciaries* (excepting dividends from domestic corporations, which must be included as indicated in line 26 below) — None		
Wife's income		
19. Partnership gains and profits, whether distributed or not. (*Net* gains or profits must be reported here.)		
Wife's income		
20. Interest upon bonds issued in foreign countries and upon *foreign mortgages* or like obligations (not payable in the United States), and also dividends upon the stock or interest upon the obligations of foreign corporations, associations, and insurance companies engaged in business in foreign countries — None		
Wife's income		
21. Royalties from mines, oil wells, patents, franchises, or other legalized privileges — None		
Wife's income		
22. Other sources not enumerated above — None		
Wife's income		
NOTE.—State here sources from which income entered on line 22 is received and amount received from each.		
23. TOTALS (NOTE.—Enter total of Column A on line 5)	$ 1 4 1 0 0 0 0	$ 3 1 2 9 0 0 0
24. AGGREGATE TOTALS OF COLUMNS A AND B		$ 4 5 3 0 0 0 0
25. Dividends on stock or from the net earnings of domestic corporations, joint stock companies, associations, or insurance companies subject to like tax	$	
26. Dividends received through fiduciaries (see line 18)		
27. TOTAL DIVIDENDS (to be entered on line 4)		$
28. TOTAL GROSS INCOME (to be entered on line 1)		$ 4 5 3 0 0 0 0

* There should be included under this item all income received from guardians, trustees, executors, administrators, agents, receivers, conservators, or other persons acting in a fiduciary capacity.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART NEW YORK LIBRARY

GENERAL DEDUCTIONS.

NOTE.—Claims for deductions can not be allowed unless the information required below is clearly set forth.

	Millions	Thousands	Hundreds	Cents
29. The amount of necessary expenses actually paid within the calendar year, for which the return is made, in carrying on any *individual business*. There *must not* be included under this head personal, living, or family expenses, business expenses of partnerships, or cost of merchandise. Amounts paid for permanent improvement or betterment of property are not proper expense deductions	$	11	100	
Wife's deduction				
NOTE.—State on the following lines the principal businesses in which the above expenses were incurred.				
to Employees on Ranch etc 9600				
to Legal Services 1500				
30. All interest paid within the year on personal indebtedness of taxpayer			930	
Wife's deduction				
31. All national, State, county, school, and municipal taxes paid within the year (not including those assessed against local benefits)			650	
Wife's deduction				
32. Losses actually sustained during the year incurred in trade or arising from fires, storms, or shipwreck, and not compensated by insurance or otherwise — None				
Wife's deduction				
NOTE.—State (*a*) of what the loss consisted, (*b*) when it was actually sustained, and (*c*) how it was determined to be a loss.				
33. Debts past due which have been actually ascertained to be worthless and which have been charged off within the year — None				
Wife's deduction				
NOTE.—State (*a*) of what the debts consisted, (*b*) when they were created, (*c*) when they became due, and (*d*) how they were actually determined to be worthless.				
34. Amount representing a reasonable allowance for the *exhaustion, wear and tear of property arising out of its use or employment in business.* No deduction shall be made for any amount of expense of restoring property or making good the exhaustion thereof for which a deduction is claimed elsewhere in this return — None				
Wife's deduction				
NOTE.—State (*a*) what the property was on which depreciation is taken (if buildings, state when erected, of what material constructed, and value of same, as of January 1, of the calendar year for which this return is rendered), and (*b*) what percentage of depreciation is claimed.				
35. Amount allowed to cover depletion, in case of mines and oil wells, not to exceed 5 per cent of the gross value at the mine or well of the output for the calendar year for which this return is rendered				
Wife's deduction — None				
NOTE.—State (*a*) cost of mine or well, (*b*) gross value at the mine or well of the output for the calendar year for which this return is rendered, and (*c*) what percentage of depletion is claimed.				
36. TOTAL "GENERAL DEDUCTIONS" (to be entered on line 2)	$	12	680	

NOTE.—If space is insufficient for answering any questions, attach a supplemental sheet to this return.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AFFIDAVIT TO BE EXECUTED BY INDIVIDUAL MAKING HIS OWN RETURN.

I swear (or affirm) that the foregoing return, to the best of my knowledge and belief, contains a true and complete statement of all taxable gains, profits, and income received by or accrued to me during the year for which the return is made, and that I am entitled to all the deductions and exemptions entered or claimed therein under the Federal Income Tax Law of October 3, 1913.

D. W. G.
(Signature of individual.)

Sworn to and subscribed before me this 24th day of March, 1915

[SEAL.] A. B. F. B.

(Official capacity.)

AFFIDAVIT TO BE EXECUTED BY DULY AUTHORIZED AGENT MAKING RETURN FOR INDIVIDUAL.

I swear (or affirm) that I have sufficient knowledge of the affairs and property of ..... to enable me to make a full and complete return of the taxable income thereof, and that the foregoing return, to the best of my knowledge and belief, contains a true and complete statement of all the taxable gains, profits, and income received by or accrued to said individual during the year for which the return is made, and that the said individual is entitled under the Federal Income Tax Law of October 3, 1913, to all the deductions and exemptions entered or claimed therein, and that I am authorized to make this return for the following reasons:

.....

.....

.....

(Signature of agent.)

(Post-office address of agent.)

Sworn to and subscribed before me this ..... day of ....., 191

[SEAL.]

(Official capacity.)

INSTRUCTIONS.

1. This return shall be made by every citizen of the United States, whether residing at home or abroad, and by every person residing in the United States, though not a citizen thereof, having a *net income* of $3,000, or over, for the taxable year.

2. This return shall be made by every *nonresident alien* deriving any net income from property owned and business, trade, or profession carried on in the United States by him. No specific exemption is allowed nonresident aliens.

3. When an individual by reason of minority, sickness, or other disability, or absence from the United States, is unable to make his own return, it may be made for him by his *duly authorized* representative.

4. This return should be filed with the Collector of Internal Revenue for the district in which the individual resides. In case the person resides in a foreign country, then with the collector for the district in which his principal business is carried on in the United States.

5. When the return is not filed within the required time by reason of sickness or absence of the individual, an extension of time, not exceeding 30 days from March 1, within which to file such return *may be* granted by the collector, *provided* a written application therefor is made by the individual within the period for which such extension is desired.

6. This return, properly filled out, must be made under oath or affirmation. Affidavits may be made before any officer *authorized by law* to administer oaths.

7. An unmarried individual or married individual not living with husband or wife shall be allowed an exemption of $3,000. When husband and wife live together they shall be allowed jointly a total exemption of only $4,000 on their aggregate income. Either husband or wife may make, sign, and verify a return of their joint income. Where husband and wife have separate incomes they make a joint return of such separate income, both subscribing to the return, or they may make separate returns of their respective incomes, but in no case shall they claim or be allowed more than $4,000 exemption on their aggregate incomes.

8. Amounts charged on line 29 for restoring property or making good the exhaustion thereof from its use in business, together with the amount claimed for depreciation on line 34, must not exceed the deterioration of the property in one year.

New York, March 25th 1915

Editor of the Crisis:

70 Fifth Ave., New York City.

Dear Sir:

I wish to heartily endorse the masterful and courageous attack of the Evening Past, Miss Jane Addams and the Chairman Frederick Howe of the National Board of Censors, in their crusade against the motion picture play, known as The Birth of a Nation.

Any photo-play, drama, literary publication or other so-called work of art, whether painting or otherwise, which tends to keep before the public the distinction between the colored and the white race, is a pernicious and insidious attack upon both people. They are to be congratulated, because of their noble stand in recognizing that the colored people are mentally, morally and socially the peer of the whites; and we all are disgusted with those so-called public spirited whites, who champion the colored cause in the supercilious, condescending, charitable air of a superior to an inferior race. The sooner these people and the whites at large, especialy the uncompromising type, as exemplified in Mr. Griffith, the producer of this picture, learn that anything that tends to segregate the colored people from the whites, will keep this race question forever a source of constant irritation to both people; and we therefore admire their stand of social equality, which will tend to hasten the intermarriage of the whites with the blacks, and the inter-mingling of their blood, so that in a few generations, the color question will be no more, and we will, all as brothers and patriots of one nation, live and co-mingle together on this earth, as Mr. Griffith so condescendingly depicts to be our future state of happiness in the hereafter.

Yours respectfully,

New York City, March 26h

Editor of the Morning World,

New York City.

Sir:

I heartily endorse the view taken by Chairman Frederick Howe of the National Board of Censors in his attack upon the motion picture play known as The Birth of a Nation.

Any photo-play, drama, literary publication or other so-called work of art, whether painting or otherwise, which tends to keep before the public the distinction between the colored and the white race, is a pernicious and insidious attack upon both people. He and his followers are to be congratulated, because of their noble stand in recognizing that the colored people are mentally, morally and socially the peer of the whites; and we all are disgusted with those so-called public spirited whites, who champion the colored cause in the supercilious, condescending, charitable air of a superior to an inferior race. The sooner these people and the whites at large, especially the uncompromising type, as exemplified in Mr. Griffith, learn that anything that tends to segregate the colored people from the whites, will keep this race question forever a source of constant irritation to both people; and we therefore admire his and their stand of social equality, which will tend to hasten the intermarriage of the whites with the blacksm and the inter-mingling of their blood, so that in a few generations, the color question will be no more, and we will, all as brothers and patriots of one nation, live and comingle together on this earth, as Mr. Griffith so condescendingly depicts to be our future state of happiness in the h reafter.

Yours respectfully,

FIVE DOLLAR MOVIES PROPHESIED

D. W. Griffith Says They Are Sure to Come with the Remarkable Advance in Film Productions.

By Richard Barry.

DAVID GRIFFITH is today the biggest figure in the moving-picture world. As the creator who is stalking ahead of the procession and lifting it literally by its own boot straps, he is now a marked man throughout filmdom. He has done more subtle things, more delicate things, and more gigantic things on the screen than any other man.

However, it was not in his capacity as a showman only that I approached Mr. Griffith. While he is a producer without a rival and a generalissimo of mimic forces whose work has never been equaled, it was as a thinker pondering the new problems of filmland. a triumphant Columbus of the screen, that he talked with me for THE SUNDAY TIMES recently.

"It is foolish to think that the moving picture has reached its climax of development," said he. "We have the moving-picture theatre as well built and as well run as any other theatre; we have the moving-picture show that brings $2 a seat; we have the foremost actors and the foremost writers of the world working for us. So people are prone to think we have gone the limit and there is nothing more to be done. But I tell you that moving pictures are still only in their swaddling clothes."

"Would you mind predicting something about the maturity of this promising infant?" I suggested.

He smiled that courteous, humorous, knowing smile of the Southerner, (his father was a Kentucky Colonel, brevetted Brigadier General of Volunteers by the Confederate States of America.) He said that he had been obliged to predict so much for motion pictures while talking of their possibilities to capitalists that he would welcome the chance to go into the prophecy business, where it costs nothing to make good.

"But," he added seriously, "I am not is anxious to produce new things he is likely to bankrupt his promoters."

The mellow smile came back to the Griffith countenance. "However," he added, "that is the only known way to get the big, new effects."

"What will happen to the regular theatre when its prices are being cut while yours are advancing?"

"The regular theatre," he continued, "will, of course, always exist, but not, I believe, as now. The pictures will utterly eliminate from the regular theatre all the spectacular features of production. Plays will never again appeal to the pub-

which there are at least four pages from Woodrow Wilson's history of the United States. That is more words than are used in the average short story.

"We are coming to pay more and more attention to the words we use on the screen. The art of writing for the pictures is developing almost as rapidly as the art of acting for them. And the great rewards to be gained there by a writer will be a powerful incentive for him to learn to tell his story more crisply, more tellingly, more alluringly, than he ever could, even in the best spoken drama."

dren in the public schools will be taught practically everything by moving pictures. Certainly they will never be obliged to read history again.

"Imagine a public library of the near future, for instance. There will be long rows of boxes or pillars, properly classified and indexed, of course. At each box a push button and before each box a seat. Suppose you wish to 'read up' on a certain episode in Napoleon's life. Instead of consulting all the authorities, wading laboriously through a host of books, and ending bewildered, without a clear idea of exactly what did happen and confused at every point by conflicting opinions about what did happen, you will merely seat yourself at a properly adjusted window, in a scientifically prepared room, press the button, and actually see what happened.

"There will be no opinions expressed. You will merely be present at the making of history. All the work of writing, revising, collating, and reproducing will have been carefully attended to by a corps of recognized experts, and you will have received a vivid and complete expression.

"Everything except the three R's, the arts, and possibly the mental sciences can be taught in this way—physiology, chemistry, biology, botany, physics, and history in all its branches."

Seven years ago this man who talks thus glibly of "revolutions" was an actor out of work, and a director without a prospect. He was walking along Broadway as are thousands of others today.

While now his annual salary is reputed to be $100,000, Griffith at that time was so hard up that he clutched desperately at the chance to earn fifteen a week as extra man in "pictures." His play, "A Fool and a Girl," had been produced out of town by James K. Hackett and had run one consecutive week. He had been an actor in California and once had received as much as $27 a week.

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D. W. GRIFFITH COLLECTION

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"But," he added seriously, "I am not a dreamer in the sense that I see fantastic things unlikely of realization. I haven't dreamed an impossible thing in seven years—since I started in pictures. That is the beauty of this work. It makes dreams come true.

"My first prediction is that a moving picture will be made within three or four years for which the entrance money will be $5 and $6 a seat. It is easy to predict that."

"But will the public pay $5 a seat merely to see a picture?"

"They are already doing it—to ticket speculators. When I first proposed asking $2 a seat for my new film not a single man in the theatrical business could be found to say I was making a sound business move. Regular theatres on all sides were cutting prices, not advancing them, and 50 cents a seat had always heretofore been considered a record price for the best films.

"The public is quick to see values. If they are willing to pay 5 cents to see a picture that costs $500 to produce and 50 cents to see a picture that costs $50,000 to produce, they are willing to pay $2 to see one that costs half a million to produce.

"And when we can put on a picture that will cost $2,000,000 to produce the public will be willing to pay $5 a seat for it."

"Two million dollars!" I exclaimed. "Where are you going to get the money and how are you going to spend it?"

"If you had asked me a year ago where we could get the money I would have believed it would be impossible," replied Mr. Griffith, "for up to that time an investment of $50,000 was considered utterly daring for a picture; but the days of little things in the pictures are gone by forever. When I started in the business only seven years ago a producer who spent $500 on a picture was considered very extravagant. Not today. We spend that much on a single scene that runs less than a minute, and then often throw it away because it doesn't fit, or is not just right.

"The experimental work on a big picture costs thousands of dollars. The trying out of new effects to see if they will reproduce is a costly process, and when one has the inventive faculty and

D. W. Griffith. Photo by Bangs.

lic for their scenery, or their numbers of actors and supernumeraries. Pictures have replaced all that.

"The only plays that the public will care to see in the regular theatre will be the intimate, quiet plays that can be staged in one or two settings within four walls, and in which the setting is unimportant, while the drama will be largely subjective. Objective drama, the so-called melodrama, will be entirely absorbed in the pictures.

"The audiences for these old-fashioned theatres will be drawn from old-fashioned people who remember the days of old and how plays were produced by Belasco and Frohman when 'I was a boy.' The new generation will be wedded to the movies. You won't be able to satisfy them with anything else."

"What of the written and spoken word that is so vital to true drama? Do you intend to kill that, too?"

"On the contrary, we intend to vitalize it. The bane of the drama is verbosity, but we can't produce any picture without some words. In one of my pictures we throw on the screen over 7,000 words, in

"But this will mean a great revolution in our methods of thought?"

"Of course," answered the multiparous Griffith, "the human race will think more rapidly, more intelligently, more comprehensively than it ever did. It will see everything—positively everything.

"That, I believe, is the chief reason that the American public is so hungry for motion pictures and so loyal to a good one when it comes along. They have the good old American faculty of wanting to be 'shown' things. We don't 'talk' about things happening, or describe how a thing looks; we actually show it—vividly, completely, convincingly. It is the ever-present, realistic, actual now that 'gets' the great American public, and nothing ever devised by the mind of man can show it like moving pictures."

At this point the director, who counts that day lost whose low descending sun finds no new idea hatched, produced an illumination for the future right out of his egg, (we were at breakfast.)

"The time will come, and in less than ten years," he went on, "when the chil-

conflicting opinions about what did happen, you will merely seat yourself at a properly adjusted window, in a scientifically prepared room, press the button, and actually see what happened.

"There will be no opinions expressed. You will merely be present at the making of history. All the work of writing, revising, collating, and reproducing will have been carefully attended to by a corps of recognized experts, and you will have received a vivid and complete expression.

"Everything except the three R's, the arts, and possibly the mental sciences can be taught in this way—physiology, chemistry, biology, botany, physics, and history in all its branches."

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Yet he was just turned thirty, in perfect health, with an excellent education. He walked to the office of a little motion-picture concern, the Kalem Company, and asked its manager, Frank Marion, for a job as extra man. Usually in those days actors changed their names before dropping so low; not Griffith.

He also kept his nerve. Griffith said o Marion: "I believe motion pictures might be dignified and put on a par with the spoken drama. In my opinion you've got to change your whole style of acting. At present it's only horseplay and not true to life. Moreover, you don't use the right kind of stories and your photography is rotten."

"I'm afraid I can't use you," said Marion, "you seem to be a bit visionary."

The next place Griffith applied was at the office of the Biograph Company, up in the Bronx. He kept his opinions to himself and he got a job at $15 a week. What happened after that is a vital part of the history of moving pictures.

To say that Griffith almost single-handed revolutionized the moving-picture business is only to repeat what many of its students and historians have said before. He introduced naturalistic acting and he began, in a small way, the development of handling crowds that has led to the half-million-dollar picture with 18,000 people and 1,500 horses.

As soon as he had induced the Biograph people to let him direct a picture in his own way his advancement was rapid. Within four years his annual salary with the Biograph was said to be $50,000. The Mutual bought him away only at the published price of $100,000 a year and a percentage of the profits.

Many of the big stars of the pictures, from Mary Pickford to Blanche Sweet, were "discovered" by Griffith, and a large number of the best directors have learned their trade under him.

For seven years he has been leading the motion-picture procession. If he makes one-quarter the "discoveries," "improvements," and "revolutions" in the business in the next seven years that he has in the past seven, then the prophecies of today may be less absurd than was his comment to the manager who first refused him because he was "visionary."

CONVINCING

By W. B. Rae.

OF all appeals for peace
That I as yet have read,
Not one is quite so forceful
As are the lists of dead.

Of all appeals for peace,
Men write in gilded tomes,
Not one compels conviction
As do the ruined homes.

A

Part of the proceedings of a meeting held before the Mayor at City Hall Thursday morning, April 1, 1915, in reference to a motion picture film entitled "The Birth of the Nation."

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THE MAYOR: * * * * * * * * I understand from the Commissioner of Licenses that he took the matter up with the representatives of the play and that an agreement was reached to cut out all or the greater part of those scenes. (Turning to License Commissioner Bell) Is that not so? What was agreed to be cut out?

MR. BELL: It was agreed that very material parts, enough so as to reduce it practically to a suggestion — to cut just to a suggestion the two scenes which are greatly objected to. And that was agreed to last Friday, if I am not mistaken, to be done in three days. Had it been done there would have been no occasion for this meeting or the protest the other day. Mr. Kaufman is here.

THE MAYOR: What was the agreement?

MR. KAUFMAN: As follows: The scene in the first part where the motherly, elderly woman repulses the negro child was to be eliminated. The scene regarding the rape situation. After the sixth or seventh introduction of Gus all of the following was to be eliminated until such time as they practically reached the cliff; and the cliff

was to be cut absolutely to a flash. And when the girl reached the bottom of the ravine, the appearance of the girl with the blood on her face was to be cut to absolutely a flash in that part of it. In the question of the marriage, the forced marriage, that about the sixth scene up to that point, all of the matter was to be cut out of that part of it until such time as the father of the girl reappeared. That was agreed to. Mr. Dixon assured me that it would not affect the play. Mr. Griffith disagreed with him, but nevertheless accepted the proposals and said that within three days the matter would be attended to absolutely.

THE MAYOR: I understand it is the disposition of these gentlemen to meet the wishes of the administration, if you can without emasculating the play and ruining its commercial value. I think, then, the sensible thing would be to sit down with the Commissioner of Licenses himself and come to an adjustment. My personal feeling is that these scenes ought to be modified, at least, as indicated by Mr. Kaufman, because, after all, whatever your personal views on these larger questions may be, the negro citizens of this city have certain rights which have to be observed, whatever your view or mine might be on these questions; and it does seem to me that the production of parts of the play infringe on, what I might call, their moral rights, if not

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their legal rights.

MR. DIXON: We are perfectly willing to meet your views on that. I slightly disagreed as to what was said.

THE MAYOR: There is room, of course, for an honest disagreement as to what was said. Recollections sometimes are not alike. But there is no reason why the Commissioner of Licenses should not take this matter up with the representatives of the play and come to an adjustment that will be satisfactory and which will eliminate the most objectionable features.

MR. LITTLETON: (Suggested that the stenographer be asked to write out Mr. Kaufman's understanding of the agreement and that it be used as a basis for the Commissioner of Licenses and the authors, managers, etc., to reach an adjustment).

* * * * * * * * *

Greensboro Daily News
Apr 4/15

ASK MAYOR TO STOP 'BIRTH OF A NATION'

Negroes and Their Friends Call Production "Cruel And Untrue."

SCENE TO BE TONED DOWN

New York, April 3.—Violent objection to certain features of the moving picture spectacle "The Birth of a Nation" was made by many speakers, both white and negro, in a hearing before Mayor Mitchel in the board of estimate room at city hall yesterday. The mayor replied that he had seen the play himself and had spoken to License Commissioner Bell about parts that were deemed objectionable. On a hint from Mr. Bell the producers had agreed to tone down some scenes.

The delegation which called upon the mayor and filled the hearing room represented the National Association for the Advancement of Colored People. Oswald G. Villard, vice president of the association, said that the production was "improper, immoral and unjust," and he staked his reputation as a student on the assertion that some of the incidents in which negroes figure are not true to history.

Frederick C. Howe, commissioner of immigration at this port, is chairman of the National Board of Moving Picture Censorship. He said:

"The ground of my protest is that the play affects 10,000,000 citizens who are degraded by it. One-half deals with war and the other half portrays the negro as a lustful and degraded creature. This portrayal is cruel, vindictive and untrue."

Most vehement was Rabbi Stephen S. Wise, who said:

"If it is true that the mayor has no power to stop this indescribably foul and loathsome libel on a race of human beings then it is true that government has broken down. The board of censors which allowed this exhibition to go is stupid or worse and I regret that my name is even remotely connected with such a board. The negroes of this city have been patient. They have not yet risen to protest as did the Irish who attacked "The Playboy of the Western World," which was really a beautiful poem. If I did not know that Thomas Dixon, upon whose novel "The Clansman" this moving picture play is based was capable of this infamy I would believe that he had been hired to write that book to stir up race prejudice.

"Stop that production, Mr. Mayor, and you will render a great and abiding service to the people of this country."

Lillian D. Wald told the mayor that it "was impossible to measure the potential dangers that threaten us if this production is allowed to go on."

One of the negro speakers, Edward R. Moore, editor of the New York Age, appealed for fairness to his race.

Mr. Griffith needs a new publicity man according to this false N.Y. report. Roberson

TELEPHONE 929 CHELSEA

Intended for 38 The Birth

"O wad some power the giftie gi'e us
To see oursel's as ithers see us."

Nation

HENRY ROMEIKE, Inc.

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Address: New York City

Date APR 6 - 1915

CAPITALIZING RACE HATRED.

In view of the splendors of national reunion what should be the attitude of every right-minded person toward attempts to revive the passions of the civil war period, relight the fires of sectionalism, and intensify race prejudices that are unhappily still much alive? The questions sufficiently answer themselves, and when they are answered there is no reason to ask the further question of whether it is desirable, for purely sordid reasons, to exhibit such a moving picture film as the so-called "The Birth of a Nation."

Few of us are competent to pass judgment with respect to the tangled facts of the reconstruction period. A fair and impartial narrative has never been written and probably never will be. But certain big facts shine out in the confusion. One is that never in human history did a victor show more consideration for the defeated. Men but lately in arms were restored to full citizenship, states in rebellion were received back in the sisterhood of the states. Let us rejoice that the Stonemans of Washington were magnanimous, but let us not dishonor ourselves by calling in question their great merit by presenting them as the paramours of quadroon mistresses, moved by petty spite. It is insulting to every man of southern birth to assume that he is pleased by misrepresentation so colossal.

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Race Prejudice Denounced.

Editor of The Globe. Sir—The chief reason for visiting the film picture play "The Birth of a Nation" is to see to what depths of infamy the lust for money can bring men. Probably some Negroes were guilty of some of the crimes depicted in that play. But to utilize the public interest in war to attempt to arouse hatred of Negroes now for crimes only a few were guilty of fifty years ago is as contemptible as to blame the Jews of to-day for the crucifixion of Christ. This latter is done chiefly by "Christians" who are daily dishonoring Christ in their lives.

It is particularly unjust that this play should be presented in a state whose legislature at the very time is repealing needed legislation to protect women and children in factories and canneries! Considering their relative training and opportunities, the "progressive" Republican leaders in this state are committing worse crimes this year than the Negroes did in their ignorance a half century ago.

Even if the law doesn't permit the authorities to cut out parts of this play, those making money out of it should be shunned by decent people, and The Globe would render a public service if it printed under the caption "The Shameless Ones" the names of the National Censor Board who approved the play.

BENJAMIN C. MARSH.

New York, April 3.

Esta 1884

Letter

N.Y. Times?
Commercial Advertiser
NY

Thomas Dixon's Reply.

Editor of The Globe, Sir—As a reader of your paper may I claim the courtesy of a reply to your editorial attack of yesterday on "The Birth of a Nation"?

As author of the book and play on which the larger film drama is based I accept the full moral responsibility for its purpose and its effects on an audience.

We have submitted "The Birth of a Nation" to a jury of three representative clergymen of New York—the Rev. Thomas B. Gregory, Universalist; the Rev. Charles H. Parkhurst, D. D., Presbyterian, and the Rev. John Talbot Smith, D. D., Roman Catholic, editor of the Columbian, organ of the Knights of Columbus.

They did not suggest a single change or cut, but fully agreed with the high praise given by the dramatic critic of The Globe.

They declare in substance that the play in its final impression on the audience does six things: 1. It reunites in common sympathy and love all sections of our country. 2. It teaches our boys the history of our nation in a way that makes them know the priceless inheritance our fathers gave us through the sacrifice of civil war and reconstruction. 3. It tends to prevent the lowering of the standard of our citizenship by its mixture with Negro blood. 4. It shows the horror and futility of war as a method of settling civic principles. 5. It reaffirms Lincoln's solution of the Negro problem as a possible guide to our future and glorifies his character as the noblest example of American democracy. 6. It gives to Daniel Webster for the first time his true place in American history as the inspiring creator of the modern nation we know to-day.

The most important point on which I take issue with your editorial is found in the sentence: "Let us rejoice that the Stonemans of Washington were magnanimous, but let us not dishonor ourselves by calling in question their great merit by presenting them as the paramours of quadroon mistresses, moved by petty spite."

Who has ever dared to declare that Thaddeus Stevens, B. F. Butler, and Benjamin Wade, the leaders of congress during this reign of terror, were magnanimous?

Abraham Lincoln was magnanimous, and his mighty spirit brooded over the Capitol after his death pleading for generous treatment of the south.

The magnanimity extended was in spite of Stevens and his associates, not through them.

The established facts are that Stevens, who lived and died a bachelor, separated a quadroon Negress from her husband in her youth and kept her in his house for thirty-six years. For this woman he became a social outcast in Washington and at the last moment lost his place in Lincoln's cabinet, the appointment suddenly going to Simon Cameron, his rival.

He left this woman, Lydia Brown, an annuity in his will and was buried in a Negro cemetery in Lancaster, Pa., that he might sleep beside her in death.

Do you question these facts? If so I will submit them to a jury of three historians of established character, and if they decide against me I will agree to withdraw "The Birth of a Nation" from the stage.

Was Mr. Stevens magnanimous even when the shadow of death was upon him in the last year of his life?

Read his famous bill to confiscate the remaining property of the stricken, starving south and give it to the Negroes, two years after Lee's surrender!

If you still doubt that he was ungenerous, read his awful speech in the Congressional Record pressing this pet measure, House bill No. 29, to a vote. Nothing so fierce, cruel, and vindictive was ever uttered on the floor of the House of Representatives in our history, before or since.

The stricken south was only saved from this act of brutal vengeance by Mr. Stevens's death. No other man had the ability to pass such a measure.

I am not attacking the Negro of to-day. I am recording faithfully the history of fifty years ago. I portray three Negroes faithful unto death to every trust and two vicious Negroes, misled by white scoundrels. Is it a crime to paint a bad black man, seeing we have so many bad white ones?

THO

New York, April 7.

BY E[illegible]ARD H. CROSB[illegible]

The widely-discussed photoplay, "The Birth of a Nation," was given last evening for the first time in this city at the Tremont Theatre, before an audience of invited guests. No public entertainment has received so much advance comment, on account of race prejudice which it has been predicted might be excited, and serious offence given, and its coming has been awaited with unusual anticipation. The title was probably decided upon for the reason that the subjects treated are chiefly those just prior to and following the Civil war, when the disruption of the country was threatened, and the terrible times through which the South passed in what is known as the "reconstruction period."

SOUTH BEFORE THE WAR

The photoplay opens with a peaceful picture of the South in the ante-bellum days. Here the love story which runs through the entire plot is formulated, but is frequently interrupted by the exciting episodes incident to the outbreak of the conflict. Then follows a series of pictures, showing actual engagements with all the horrors of war graphically portrayed. One action is particularly vivid and is accompanied by the sounds of cannonading and the shouts of the combatants.

The surrender of General Robert E. Lee to General U. S. Grant at Appomattox Court House is a brief but interesting incident, and then comes a singularly-life-like picture of the assassination of President Lincoln at Ford's Theatre, Washington, on the night of April 14, 1865. This, it is said, is the only photographic reproduction of the national tragedy ever given and has been arranged with much attention to detail, taken from the most reliable records available.

The second half of the photoplay, and the one to which the most exceptions have been taken, represents the South when it was under the regime of the so-called carpetbaggers and the lawless actions of the colored people who had not forgotten the wrongs heaped upon them during the days of slavery. This feature is accentuated even to the outrages of some of the negroes which led to the formation of the Ku Klux Klan for the protection of the white residents. Some of the scenes shown are more thrilling and realistic than the actual battle pictures and aroused quite a degree of enthusiasm on the part of the audience. The story terminates somewhat abruptly and the apotheosis to peace was a trifle vague.

As a display of motion picture photography "The Birth of a Nation" is the most remarkable ever witnessed here. Not only were the pictures unusually clear and steady, but the grouping of the various actors and the action was decidedly out of the ordinary. It seems almost incredible that this could have been accomplished in such a realistic manner, and must have required no little skill and even exposure to danger on the part of the players.

A large orchestra played specially composed music and appropriate numbers were sung by a concealed chorus. The atmosphere of the long ago was further enhanced by soldiers in the uniform of both the federal and confederate armies stationed in the lobby, while girls in the raiment of the early sixties gave out the programmes and acted as usher[illegible]

princ[illegible]es were taken by Wa[illegible]im Cooper, Mae [illegible]ray, was es-

Boston - ?
Sat. 1915

URDAY, APRIL 10,

GUESTS SEE "BIRTH OF A NATION"

Civil War Photoplay Is Produced at the Tremont

Journal

DISPUTED FILM PLAY SEEN AT THE TREMONT

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"Birth of a Nation" Pictures Shown to Invited Audience.

FIRST ACT SCENES THE MOST STRIKING.

Wonderful Realism in Films Picturing Lincoln and Battlegrounds.

After the first part of "The Birth of a Nation" had been shown to an invited audience at the Tremont Theatre last night the opinion seemed to be unanimous that the films were wonderfully realistic and in this particular respect by far the most impressive ever brought to Boston.

This first part or act introduced the romantic element connecting young Northerners and Southerners, Civil War scenes and the shooting of President Lincoln in Ford's Theatre.

The second part went on with the love story films and made these incidental to the display of scenes illustrating Reconstruction days in the South, with the Klu Klux Klan in the foreground. T[illegible] esting as the [illegible] barring the [illegible] appealing, no[illegible] entirely worth[illegible] tion.

Mayor and Censors Present

In the audience were Mayor Curley and the censors from City Hall and Pemberton square. They were concerned, officially, with the second act films, which depict the aggressive political movements of the negroes and their carpet-bag patrons in the South, and in particular the behavior of Silas Lynch, the negro leader, who tries to force a white girl to marry him, and of Gus, a "renegade" negro, who pursues a little white girl up a cliff and continues to threaten her until she leaps to her death.

Historical accuracy aside, these later pictures are not to be compared with the earlier ones, either in subject or in treatment. The films showing the milk-and-honey days in the old South, the wonderful battle scenes, the White House episodes that reveal the ever-touching nobility of Lincoln, the meeting of Lee and Grant at Appomattox and the tragedy that takes place in the presidential box while the actors on the stage are playing "Our American Cousin," are all tremendously realistic and therefore affecting. It is doubtful whether these scenes, which so deeply touch both the sympathy and the patriotic pride of the public, or which convey so thrilling a sense of the horrors of war, could be so faithfully presented in any other way than the one selected by D. W. Griffith, the genius who conceived and produced "The Birth of a Nation."

A Prodigious Achievement

The pictures, taken as a whole, make up the most extraordinary historical motion cyclorama so far brought forward. It is not Mr. Griffith's fault that the second part is not equal to the first. The fault lies primarily with the subjects.

"The Birth of a Nation" deserves a careful study from an artistic point of view, for it is a prodigious achievement, no mistake, and such a study will be presented later in The Journal.

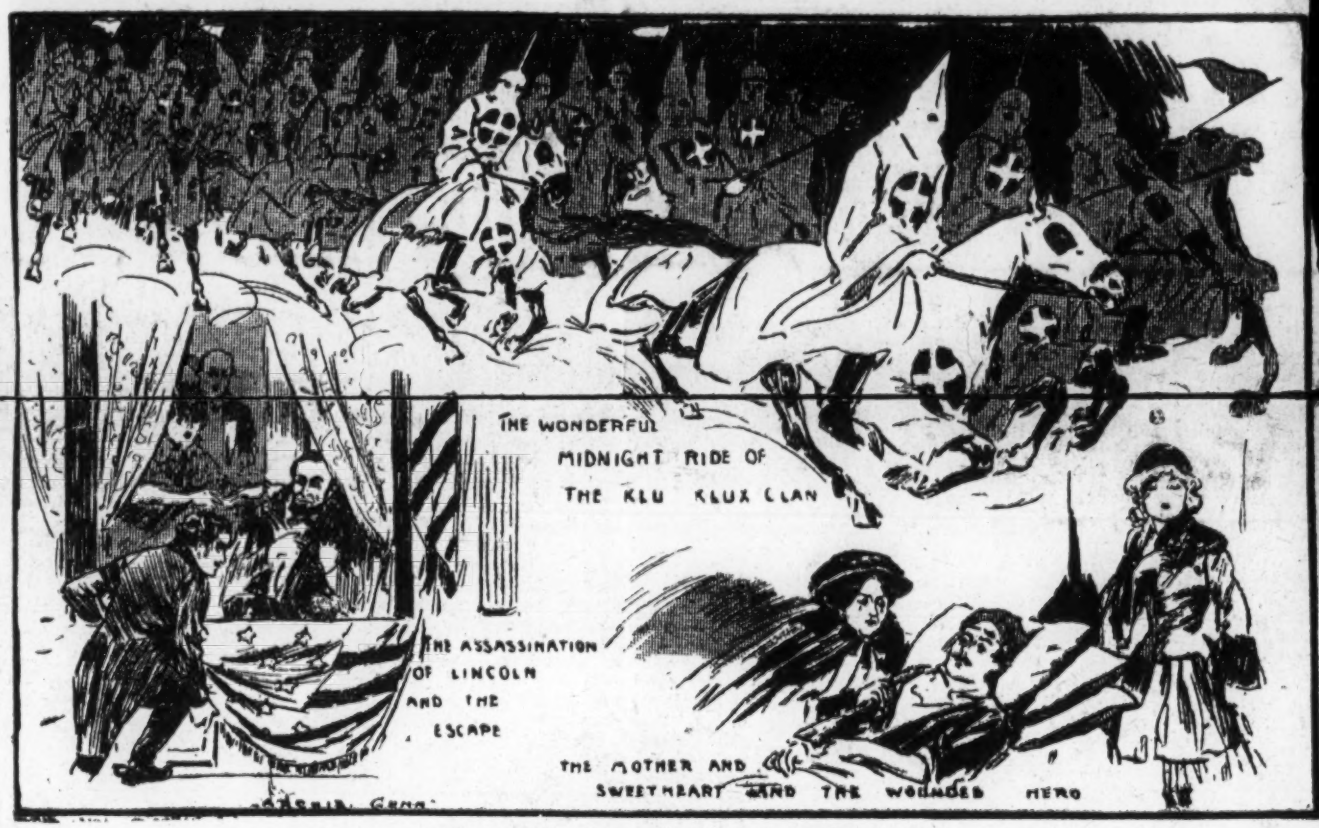
The public exhibition of the pictures will begin at the Tremont this afternoon.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Boston Am.
N AMERICAN, APRIL 10, 1915. SATURDAY

"Birth of a Nation" Enthralling Story

1,500 Guests See History Told on Film



Scenes in "The Birth of a Nation."

Beauty and Magnitude of Griffith's Work Noted at Tremont Theatre Production.

By FREDERICK JOHNS.

David W. Griffith has written an epic on a film.

"The Birth of a Nation," which was shown to 1,500 special guests of the management at the Tremont Theatre last night, is a wonderful historical drama and an enthralling human story combined by one of the master dramatists of the generation.

I cannot describe this picture in a half column, or a column. A page would not do it justice. There has been some talk that it contains scenes offensive to negroes.

It deals boldly with the negro excesses during the reconstruction period in the South, which are historical, but most certainly does not reflect upon the race and I am quite sure nobody last night left the theatre feeling inflamed against the respectable and industrious colored population of Boston.

Mr. Griffith came before the curtain at the end of the first act, which deals with the Civil War. A moment before, standing in the wings, he heard a Boston audience burst into applause at the sight of the Stars and Bars waving over a Confederate company marching to war to the tune of "The Bonny Blue Flag." He is a Southern man, and he was so moved by the sympathy of his audience that he could hardly speak. He declared he felt so happy over that applause that he didn't care what became of the picture.

IMPRESSIVE PICTURE.

"The Birth of a Nation" is based upon Thomas Dixon's novel "The Clansman," but of course Griffith has widened and expanded upon the theme. The first part deals with the Civil War period, the second with the Reconstruction and the Ku Klux Klan.

It is impossible to keep from bursting into admiration at the marvelous way the author has woven the great incidents of the war into his film. He is an amazing impressionist; his scenes flash the story at you with never a rest. You sit overpowered by the beauty and the magnitude of the pictures.

You see a whole battlefield covered by thousands of men as from a hilltop, and again you are in the trenches witnessing a bayonet charge in ghastly detail. His battles are stage managed so that all the drama which is contained in a titanic struggle of armies is converged towards you. And the finale of the first part, the death of Lincoln, is also enacted with terrible realism.

The first part is history we know. The second is history less familiar. It deals with the conquered South after the war. We see the Confederate returning to his shattered home, endeavoring to begin again. And then comes the enfranchisement of the negro, the carpet bagger, and negro domination, the most terrible punishment ever inflicted upon a proud white race.

It is shown how the whites, abandoned by their brethren in the North, who never learned the truth, finally recovered their country through the agency of the Ku Klux Klan, that mysterious secret order of ex-Confederates which rode only at night and which disarmed the negroes. This whole story is told more graphically than novelist or dramatist could possibly tell it.

Griffith scenes are like short sentences; no long pictures, no dialogue, no elaborate pantomime. And yet it is extraordinary how you come to love his heroes and heroines, both in the North and South, revealed as they are in these glimpses.

SHOWN PUBLIC TODAY.

The actors of this drama deserve the highest praise. Henry Walthall as the Confederate colonel who founds the Ku Klux; Miriam Cooper and Lillian Gish, the heroines, Mae Marsh, as the fascinating girl who leaped to death from a cliff to avoid a negro pursuer; Elmer Dewoode Aiken, George Seigmann, Josephine Crowell—they are all. Griffith employs no poor actors. There is a large orchestra which plays admirably chosen music. The film will be shown to the public.

43 Colleges Join Dartmouth

Representatives of 43 colleges and universities at Dartmouth's second smoker in Cowles hall, graduates of Dartmouth enjoyed a gridiron

Another big fact of the re[illegible] the 4,000,000 former slaves, suc[illegible] emancipated [illegible] with no way of earning their livelihood except by working at small wages for their former masters, displayed, all things considered, the most exemplary patience. They had protected the women and children on the plantations while the struggle went on which was to decide whether they were to become men or to remain as chattels, and the great body of them continued to exhibit, under the most trying circumstances, docility and kindliness. To present the members of the race as women chasers and foul fiends is a cruel distortion of history. Bad things occurred, but what man will say that the outrages of black on white equalled in number the outrages of white on black? Which race even to the present day has the better right to complain of the unfairness and brutality of the other?

The very name of "The Birth of a Nation" is an insult to Washington, who believed that a nation, not merely a congeries of independent states, was born during the common struggles of the Revolutionary War, and devoted himself to cementing the union. It is an insult to Lincoln and the great motives inspiring him when he was called on to resist the attempt to denationalize a nation. This nation of ours was not born between 1861 and 1865, and no one will profit from trying to pervert history.

White men in this country have never been just [illegible] black men. We tore them from Africa and brou[illegible] them over as slaves. For generations they toiled w[illegible]

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out recompense that their white owners might have unearned wealth and ape the ways of aristocracy. The nation finally freed them, but has but slightly protected them in the enjoyment of the legitimate frui[illegible] of their freedom. We nominally gave them the vote, but looked on inactive when the right was invaded. We do not, in any state of the Union, grant to the Negro economic and political economy. No white man of proper feeling can be proud of the record. The wonder is that the Negro is as good as he is. Then to the injury is added slander. To make a few dirty dollars men are willing to pander to depraved tastes and to foment a race antipathy that is the most sinister and dangerous feature of American life.

E BOSTO
APRIL SAT. 10 1915

PICTURE PLAY ROUSES FURORE

"The Birth of a Nation" Given First Production in This City at the Tremont.

TREMONT THEATRE—"The Birth of a Nation," an historical drama in two acts, founded on Thomas Dixon's story "The Clansman." First performance in Boston.

Last evening the theatre was filled with a curious and expectant audience present by invitation at the first performance in Boston of the much discussed photo play. A picturesque note was struck at the beginning, for young women in crinolines and pantalets, with flowing curls, distributed programs in the lobby, while others acted as ushers with young men in the uniforms of the Blue and the Gray.

"The Birth of a Nation" is a triumph in motion picture photography upon which the producer, Mr. Griffith, and his associates may well plume themselves. As a spectacle it is unrivalled by any other photo-play seen in this city. In no other production has there been such effective concerted action, such extraordinary achievements in perspective.

[illegible] much more than an [illegible]tainment. The first part [illegible] and impassioned protest against the horrors of warfare. The tragic leavetakings, the wrecking of homes, the broken ties, the fearful sights on the battlefield are depicted with relentless fidelity. The flower of young American manhood is shown going forth from northern and southern homes to certain destruction in the terrific conflict which rages with appalling realism. The calamity in Europe is brought home with sickening vividness.

The picture is valuable as a lesson in history, for besides the decisive battles of the civil war, Lee's surrender at Appomattox, Sherman's March to the Sea—one of the finest pictures—President Lincoln in office and on the night of his assassination, and the rise of the Ku Klux Klan are among the incidents depicted.

There is, of course, an exciting plot, which concerns the Cameron and Stoneman families, respectively, of the South and North. There is romance and tragedy, and in the second part of the picture thrilling melodrama. Here, Flora Cameron, terrified by Gus, a renegade Negro, jumps from a high cliff to her death. Her brother, Col. Ben Cameron, swears revenge, and this enables the producers to show the activities and ceremonies of the Ku Klux. The play reaches an exciting climax in which the Ku Klux is triumphant and villany is punished.

It was difficult to pick and choose among the most striking pictures. The war scenes, the remarkable representation of Ford's Theatre, with views in turn of the audience, the play in progress and the President's box, the sheeted Ku Klux riders hastening on their deeds, the mob scenes, the happy plantation life which preceded the war, all these excited admiration and wonder.

The cast, too, was excellent, each member was individually striking in facial play and pantomime. Young Ben Cameron was a picturesque hero, and the Misses Marsh, Cooper and Gish rivalled each other in daintiness and girlish charm. Mr. Seigmann was a stalwart and insinuating villain. Mr. Henabery's portrayal of Abraham Lincoln was effective in make up and bearing. Miss Lee provided comic relief.

Mr. Griffith, himself a southerner, spoke briefly and with emotion after the first part. It had been his object and that of his associates to produce something which would equal in eloquence the spoken word, he said.

A feature of the performance was the music, carefully and appropriately selected, while a chorus sang at intervals and heightened the realism of the mob scenes.

The audience was enthusiastic throughout the evening and at the close. The picture, an unusual and admirable entertainment, deserves every success.

A

On Wednesday, April 14th 1915, I called at the office of the Attraction Film Feature Co., 110 West 40th Street, City, and had an interview with a Mr. Lewis in said office relative to purchasing State Rights of a picture advertised by said company under the title "A Nation is Born". Mr. Lewis told me that this picture was to be produced by the above company in New Jersey and in Long Island; that it was a five reel picture and dealt with the period of the civil war. In the course of the conversation, Mr. Lewis referred to the picture as "The Birth of a Nation", and thereafter stated that it was in no wise connected with said picture. That the picture would be probably completed in May, and that the company did not intend to sell state rights outright, but would lease the same on a profit sharing basis; that they expected to make considerable money out of the production.

I represented myself as being a state rights purchaser who wished to purchase the New England rights. He said that he would be glad to take the matter up with me as soon as the picture was ready for delivery upon a profit sharing basis.

Dated, April 14th 1915.

A

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS.

D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
"THE BIRTH OF A NATION"

PRODUCED BY

EPOCH PRODUCING CORPORATION

EXECUTIVE OFFICES
Longacre Building, 42nd Street and Broadway, New York
TELEPHONE, BRYANT 5293--5294

TRIAL BALANCE, APRIL 30, 1915

		Dr.	Cr.
Production Cost		104,563.26	
Capital Stock			110,000.00
H. E. Aitken			725.00
California State Rights in full			20,000.00
J. P. Dunning		102.08	
D. W. Griffith		313.52	
Majestic Motion Picture Co.			1,550.12
Surplus			280.00
Income "A" Company			99,455.10
Income, "B" Company			29,159.25
General Expense,		18,942.68	
"A" Company Expense,		86,999.20	
"B" Company Expense,		28,785.19	
"C" Company Expense:			
Properties	340.05		
Supplies	81.29		
Travelling	208.60		
Sundries	418.30	1,048.24	
"D" Company Expense:			
Properties		290.05	
Cash		20,125.25	
		$261,169.47	$261,169.47

A

EPOCH PRODUCING CORPORATION

Statement of condition, May 5th, 1915.

	Dr.	Cr.
Production Cost	$104,563.26	
Properties	5,436.74	
Capital Stock		$110,000.00
H. E. Aitken		725.00
California State Rights in full		20,000.00
J.P. Dunning	102.08	
D. W. Griffith	313.52	
Majestic Motion Picture Co.,		1,550.12
Surplus		5,716.74
Income: "A" Company		106,888.10
Income: "B" Company		37,515.25
General Expense	24,034.75	
"A" Company Expense	67,892.47	
"B" Company Expense	33,489.68	
"C" Company Expense	1,048.24	
"D" Company Expense	290.05	
Cash in Bank this date	25,324.42	
	$282,395.21	$282,395.21

I hereby certify that the foregoing is correct according to the books of account of the Epoch Producing Corporation on May 5, 1915.

Accountant

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(NAACP pamphlet)

5/13/15

A PLAY WITH A PURPOSE

During the Boston controversy over the moving picture play, The Birth of a Nation, an issue of fact has arisen between Mr. Thomas Dixon and an editor of *The Congregationalist*. An article in the *Boston Herald* reports Mr. Dixon as denying a statement which he incorrectly attributes to one of our editors, that Mr. Dixon said in our office that the purpose back of The Birth of a Nation was the extermination of the Negro race. Mr. Dixon then goes on with misrepresentation of what he said and what our editor said during the interview and of correspondence that passed between Mr. Dixon and this office. The principal point at issue is the answer to the question, What is the purpose of this photo-play?

Mr. Dixon came to our office the day before the first presentation in Boston of The Birth of a Nation and spent a good share of the forenoon arguing the merits of the play. Finally, in answer to direct questions as to what he hoped to accomplish through it, he referred to a letter written by Thomas B. Gregory, a Hearst newspaper man, who describes himself as a Universalist clergyman, to Mayor Cur-

ley of Boston, urging him to welcome the play in spite of protests, and citing the alleged good effects of the play upon an audience. As Mr. Dixon began to read them, six in number, he was asked to name those upon which he wished to place most emphasis. He expressed his desire to teach his version of the Reconstruction Period and urged at considerable length the virtues of the Ku Klux Klan, which he said was made up of the best white men of the South, including his father, a Baptist minister in North Carolina. He said that the organization saved the South from the tyranny and crime of the colored people, who were incited to intolerable abuse of the white people of the South by Thaddeus Stevens, whom Mr. Dixon represents as the dictator of the United States at that time.

He further emphasized his desire to create a feeling of abhorrence for colored men in the hearts of white people, especially white women, in order to stop intermarriage. When asked about condoning the lust of white men, who have assaulted colored women and girls with impunity, and who multiply the breed of mulattoes outside wedlock throughout the South, Mr. Dixon gave only an evasive answer to the effect that such conditions are decreasing.

Finally, Mr. Dixon proceeded from the inference of white supremacy to argue his desire to secure the removal of all the

Negroes from the United States. In order to strengthen his argument he quoted from President Lincoln, who in the last days of the war advocated colonization schemes for the ignorant slaves recently enfranchised and those about to be discharged from the Union Army. That Mr. Dixon does advocate such a solution of the race problem is proved by abundant documentary evidence and most conclusively in the scenes of The Birth of a Nation itself. One of the last pictures represents allegorically the birth of the nation in a group of all white people, over which appears the figure of Christ in benediction. Another scene shows the Negroes in a nation of their own, all black people appearing, it is said, in Liberia.

If we are to accept such a social and political propaganda as that of Thomas Dixon in our citizenship of mixed population and of many races, where will it end? The vicious influence of this play becomes more and more apparent every day that it appears upon a screen and every time that its defenders seek to find arguments in favor of it. Whatever may be the outcome of the fight against it in Massachusetts, and we are hopeful that it may be stopped here soon, we trust that its course will be checked wherever the attempt is made to present it.

Reprinted from *The Congregationalist and Christian World,* May 13, 1915

(Copy 5/17/15)

CASCADIAN SPRING WATER COMPANY
Incorporated

Grand View, Rockland Co., N. Y.

May 10th, 1915

Mr. Albert H. T. Banzhaf,

#2 Rector St.,

New York, N. Y.

Dear Sir;

We are enclosing herewith three notes for $750. each payable in 2, 3 and 4 months after day for Mr. Griffith to sigN. After he has signed same at the bottom and on the back and returned them to us, Mr. Oglesby will sign same as President and will raise the money on them to pay for the necessary machinery, bottles and cases for this season.

This matter should have been taken care of before but Mr. Oglesby was taken sick after his return from the South and last Friday was the first day that he was able to be down to his office.

We think Mr. Griffith understands this matter, that this company cannot borrow money except on notes signed by both the Treasurer and the President.

We hope you will give this matter your prompt attention as some of the machinery is on the way and it is shipped Sight Draft attached to Bill of Lading.

Mr. Oglesby was not aware that Mr. Griffith had left the City. If there is any further information that you may wish on this matter, you can reach Mr. Oglesby by telephone.

Yours very truly

Cascadian Spring Water Company

By Alfred D. Bott

P.S. Be sure to call Mr. D.W.G's attention to the fact that they are to be signed in two places.

B.

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 2685 RECTOR

May 17th 1915

Mr. D. W. Griffith,
c/o Illinois Theatre,
Chicago, Ill.

Dear Mr. Griffith:

I presume that Mr. Aitken will tell you of his offer about which I wired you, and his plans in connection therewith. I had a further conference with him Saturday night and told him to have you wire me whether I should come on to Chicago or not, as I am not sure whether your plans will bring you to New York.

I enclose herewith three notes to be signed by you as Treasurer of the Cascadian Spring Water Co. on the face thereof, and also on the back thereof, as per the request of Alfred D. Bott, copy of letter which I enclose. You will see that this is for the purchase of machinery for the company and is purely a company obligation and you will be in no wise personally liable therefor. Please sign and remail the same to me at once.

I also beg to remind you that your note for $700 to the Cascadian Spring Water Co. is due May 26th at the office of Mr. Ogelsby, 51 Chambers Street, New York City, with interest at 6%, which amounts to $7. Do not overlook this matter, and if you will send me the check for this amount I will pay the same.

I have received Saturday and Friday Statements of the Tremont, Boston, from Albert, which I enclose.

I also enclose total statement of moneys paid out by me on account of the colored camera proposition. I am keeping the receipted bills for the reason that you will mislay them and therefore only give you the names, dates and amounts thereof. I would finance this matter myself, if it were not for the fact that I have retained Littleton to argue the Uebelmesser appeal at the Appellate Division, which will cost me $500, and I have also agreed to take up a small mortgage for $200 with interest, which is due on some of his other patents, in order to protect the same.

For the purpose off record, beg to state that I enclosed your weekly check for $100 due from the Epoch Corporation to you with your dividend check, and mailed the same May 15th to you at the Illinois Theatre. If you have not received the same, be sure to look it up.

I have seen Pomeroy, and will explain their proposition

D.W.G.-#2 (5/17/15)

to you personally, either at Chicago or New York. I have an appointment to see Zukor today at noon. Goldfinch is out of town and will not be back until about the 1st of June.

Barry will explain that he has Hampton Film matter about which you wired.

Did you make offer to purchase Ranger stock? If not speak to McCarthy and wire Wright for figure at which he will sell her interest. I am sure McCarthy would be glad to purchase same, if not exhorbitant.

Wire me if I should come to Chicago.

Yours very truly

Albert H. Banzhaf

AHTB/RR

Enc.

Paid on account of

POLYCHROMATIC FILM CORPORATION

April 30 1915, to A. Wirsching's Sons for time and material for camera	$45.37
Services of W. Wenderhold on camera, week ending April 24th 1915	18.00
Services of W. Wenderhold on camera, week ending May 1st 1915	18.00
D. Van Nostrand Co., books on art of colored photography, etc.,	7.50
April 27, Broun-Green Co., corporation outfit	13.50
May 3, Boston Gear Works, gears,	24.00
May 5, Bausch & Lomb Optical Co., lenses,	69.00
May 7, Services of W. Wenderhold on camera, week ending May 8th 1915	18.00
May 7, to A. Wirsching's Sons for time and material for camera week ending May 6th	46.07
May 13, services of W. Wenderhold on camera, week ending May 15th 1915	20.00
May 13, to A. Wirsching's Sons for time and material for camera, week ending May 13th	44.57
Total	$324.01

5

Milwaukee, Wis. May 17th, 1915.

DeForest Radio Telephone & Telegraph Co.,

New York City.

Dear Sirs:-

Owing to my absence from New York several months at a time and entire lack of opportunity to participate in the councils of your company, I find it best both for you and myself to withdraw my name from your directionate.

Accordingly I hereby resign as director in the DeForest Radio T. and T. Company, as well as any allied company, if my name is entered as nominal director in any such company.

I regret that I am not able to contribute something in service to your company, while also carrying out my own work. You will appreciate that since I can in no wise attend to the duties of director and am unwilling to serve as dummy, it is wise to withdraw myself from the risks which attend the non-attentive director in any company. My decision is fixed.

Thanking you for past courtesies and with very best wishes for your enterprise, I am,

Yours very sincerely,

(signed) C. M. DeForest

To the Directors of the
DeForest Radio Telephone & T. Company.

A

DETAIL OF EXPENSE ACCOUNT
AS OF MAY 20, 1915

General Expense:-		
Salaries	$7506.00	
Rent	419.32	
Furniture & Fixtures	344.60	
Supplies	2498.55	
Censorship	145.52	
Postage & Telephone	200.15	
Travelling	2071.86	
Commissions	950.00	
Legal	15906.60	
Sundrées	350.39	
Total General Expense to date		$30,392.99
"A" Company Expense:-		
Salaries	$12070.34	
Orchestra	11746.75	
Surplus	979.95	
Properties	3522.94	
Theatre Supplies	1532.01	
Rent	18750.00	
Light	897.15	
Detective Bureau	1509.30	
Sundries	50.62	
Advertising:		
Salaries	2080.87	
Newspapers	31648.72	
Bill Boards	8175.15	
Supplies	3345.19	
J.A.Barry to be accounted for	849.00	
Total "A" Company Expense to date	97157.99	97,157.99
"B" Company Expense:-		
Salaries	5603.20	
Orchestra	5439.00	
Supers	220.05	
Properties	950.16	
Supplies	3149.22	
Rent	9000.00	
Light	114.51	
Detective Bureau	1666.00	
Travelling	111.97	
Sundries	1249.07	
Advertising:		
Salaries	411.36	
Newspapers	13452.80	
Bill Boards	2451.76	
Supplies	1314.74	
Total "B" Company Expense to date	$45133.84	45,133.84
	Carried forward	$172,684.82

Carried forward		$172,684.82
"C" Company Expense:-		
Salaries	$ 100.00	
Properties	340.05	
Travelling	243.25	
Supplies	81.29	
Rent	1500.00	
Legal	5000.00	
Sundries	418.30	
Cash Advanced	3000.00	
Total "C" Company Expense to date	$10682.89	10,682.89
"D" Company Expense Properties	290.05	290.05
Total		$183,657.76

Income

"A" Company including May 19, 1915,	$127,738.10
"B" Company including May 15, 1915	59,022.70
	$186,760.80

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS.

D. W. GRIFFITH'S

MOTION PICTURE PRODUCTION

"THE BIRTH OF A NATION"

PRODUCED BY

EPOCH PRODUCING CORPORATION

EXECUTIVE OFFICES
Longacre Building, 42nd Street and Broadway, New York
TELEPHONE, BRYANT 5293--5294

EPOCH PRODUCING CORPORATION
BALANCE SHEET MAY 31, 1915.

A S S E T S

Production Cost		$107,242.14
Properties		8,204.65
J.P. Dunning balance		102.08
Cash		5,118.55
		$120,667.42

L I A B I L I T I E S

Capital Stock	$ 725.00	$110,000.00
Harry E. Aitken	725.00	
S. Goldstein	50.00	
Majestic Motion Picture Co.	4,084.21	
Reliance Motion Picture Co.	1,559.12	6,418.33
Surplus, see below		4,249.09
		$120,667.42

SURPLUS ACCOUNT TO MAY 31, 1915

I N C O M E

Surplus paid in	$ 280.00	
Valuation of Properties paid out of Income	5,436.74	
Sale, State Rights (California)	20,000.00	
"A" Company	140,182.10	
"B" Company	73,416.84	239,315.68

E X P E N S E

General	$ 36,576.51	
"A" Company	109,417.82	
"B" Company	54,815.82	
"C" Company	12,966.39	
"D" Company	290.05	214,066.59
Profit to date		25,249.09
Less Dividend Paid (See Note below)		21,000.00
Balance, see above		$ 4,249.09

$1,000 Dividend on Certificates for 50 shares in name of Mae B. Ranger not paid/

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS.

D. W. GRIFFITH'S

MOTION PICTURE PRODUCTION

"THE BIRTH OF A NATION"

PRODUCED BY

EPOCH PRODUCING CORPORATION

EXECUTIVE OFFICES
Longacre Building, 42nd Street and Broadway, New York
TELEPHONE, BRYANT 5293--5294

Detail of Expense Accounts
May 31, 1915.

General Expense:

Salaries, executive officers and office force	$8960.00
Rent, executive office	419.32
Postage and telephone	200.15
Furn. and Fix.	344.60
Supplies	2122.00
Censorship	145.52
Traveling	2088.36
Legal	20486.60
Sundry	1809.96
	$36576.51

Theatre Companies:

	A	B	C	D
Staff salaries	$13698.74	$7450.20	$2073.12	
Orchestra	13350.75	7179.00	2268.00	
Supers	1021.95	287.05	92.00	
Properties	3122.94	950.16	340.05	$290.05
Supplies	1917.93	3200.40	1212.67	
Rent of Theatre	21250.00	12000.00	4500.00	
Light	1045.25	167.31		
Detective Bureau	3509.30	2104.00		
Travel		135.07	806.03	
Sundries	125.55	1249.07	728.60	
Advertising:				
Salaries	2398.87	496.86		
Newspapers	34376.20	15128.80		
Supplies	3314.09	1336.74	27.12	
Bill Boards	9337.25	3131.16		
Undistributed	949.00		918.80	
	$109417.82	$54815.82	$12966.39	$290.05

State of Illinois, } ss.
County of Cook.

IN THE

Superior Court of Cook County

IN CHANCERY.

JOSEPH J. McCARTHY, *vs.* CITY OF CHICAGO, a Municipal Corporation, etc., et al.	General No. 316146.

OPINION

By Hon. William Fenimore Cooper,

One of the Judges of said Court, rendered June 5, 1915, on Application for Preliminary Injunction.

BURKHALTER & GROSSBERG,
Solicitors for Complainant.
RICHARD S. FOLSOM,
Corporation Counsel,
GEORGE L. REKER and
S. A. T. WATKINS,
Assistants Corporation Counsel,
Solicitors for Defendants.

GUNTHORP-WARREN PRINTING COMPANY, CHICAGO.

OPINION OF THE COURT.

In the case of Joseph J. McCarthy *vs.* The City of Chicago, which is a bill for injunction to restrain the Mayor of Chicago and the General Superintendent of Police from interfering with the production of a photo-play called "The Birth of a Nation":

The City contends against the issuance of that injunction on three grounds: first, that the permit to exhibit the photo-play in question was not lawfully issued; second, that the permit was revoked, and third, that the photo-play if presented will engender race animosity against the negro citizens of our community.

This last ground, that it will engender race animosity, is based purely on assumption. To find that this is a good objection to the allowing of the injunction, this Court will have to assume that our white citizens will not know or appreciate the fact that the days represented in the photo-play were nearly in the first years of the last half century. This Court will have to assume that they who will witness the play will be so stupid that they will be unable to comprehend that the people represented on the canvas were of two to three generations ago, and that they do not and will not appreciate the fact that in the succeeding time the negro race has advanced almost immeasurably. The Court cannot assume that this will be so, when we know that there is universal recognition of the fact that no race has shown such great general advancement in from two to three generations as the negro race has done.

In our own great community the fact is recognized by all well informed citizens that we have in the various

professions and higher lines of business members of that race, who are ministers, dentists, lawyers, physicians, and business men of fine ability and business character, who enjoy the respect and confidence of our community.

This Court is satisfied from the evidence that in this photo-play the good black man and the bad white man are equally prominent figures in the play. Every night in every fair sized community in this broad land, where the stage instructs or entertains, each and every play has its good characters and its bad characters portrayed, both of which are essential to a play in the rounding out of the moral of the play, and without which moral a play is of no educational value. Every night in every theater there is produced the debased type of the white race of different nationalities, and if representative groups of the various nationalities so presented became acutely sensitive, that such individual portrayal would cause them to suffer race hatred of their race, and all the plays in which a villain had played were stopped on that account, the theater as an educator and entertainer of the people would become a memory of the past, and there would be nothing to fill its place for the education and enjoyment of our people.

No one race or nationality has greater right under the law than any other has. Any race or nationality so offended can best give the lie to the bad characters so presented by continuing to conduct themselves as law abiding citizens, who do not expect greater rights from the law than it allows all other men or nationalities.

If white men appealed to the courts to restrain the production of a play because one of its characters portrayed that of a dissolute white man, whose acting would bring race hatred against the nation which his stage character

assumed, their plea would be denied for want of law to support the same, and the law should be and is the same for black and white alike.

It is the duty of the Courts to protect the individual in the enjoyment of his right of property. The complainant in this case is the owner or lessee of the play called "The Birth of a Nation." Under the ordinances of our City, if one who desires to present a photo-play or moving picture complies with the law and obtains a license honestly and in good faith, and the play has been censored by the proper authorities of the City, and he has paid his money for a fee, from that time on the owner of the play is vested with an individual property right, which neither the City of Chicago, nor any official, be he Mayor, General Superintendent of Police, or be he Judge, can arbitrarily deprive him of, without giving him his hearing or day in court.

The evidence in this case satisfies the Court that this play was censored by the Mayor's private secretary and Mrs. Harrison, the wife of the former Mayor of Chicago. Major Funkhouser admits that he received orders from the Mayor's office to issue a permit for the production of this photo-play, and gave directions to that effect. A permit was issued first by James Gleason, General Superintendent of Police, and later on the present General Superintendent of Police, Charles C. Healey, issued another permit.

I am obliged to find under the law and the evidence in this case that the complainant is entitled to the relief prayed for, and I will enter an injunction restraining the Mayor, the Chief of Police and the City of Chicago from interfering with the production of the play.

INJUNCTION ISSUED.

A

June 22, 1915.

ASSETS		
Production Cost and Properties	$127,630.39	
Cash on hand	9,505.17	$137,135.56
LIABILITIES		
Capital Stock	110,000.00	
H.E. Aitken	725.00	
Stock Certificate No.	1,000.00	
S. Goldstein	50.00	
Surplus, see below	25,360.56	$137,135.56

SURPLUS ACCOUNT TO JUNE 22, 1915

INCOME		
Paid-in Surplus	280.00	
Valuation of properties Paid out of Income	5,436.74	
City and State Rights	31,000.00	
From A Company	170,754.35	
" B "	101,537.59	
" C "	10,508.50	319,517.18
EXPENSE		
General	50,836.48	
"A" Company	124,245.37	
"B" "	70,120.13	
"C" "	26,664.59	
"D" "	290.05	172,156.62
Profits to date		$ 47,360.56
Dividend No. 1		22,000.00
Surplus as above		$ 25,360.56

S. M. SHEPHERD COLLECTION
SCHOOL OF MODERN ART FINE ARTS LIBRARY

A

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS.

D. W. GRIFFITH'S

MOTION PICTURE PRODUCTION

"THE BIRTH OF A NATION"

PRODUCED BY

EPOCH PRODUCING CORPORATION

EXECUTIVE OFFICES
Longacre Building, 42nd Street and Broadway, New York
TELEPHONE, BRYANT 5293--5294

J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

BALANCE SHEET, June 30, 1915.

Assets.		
Production and Properties	$132,055.41	
Cash	9,234.47	
		141,289.88
Liabilities.		
Capital Stock	110,000.00	
H.E. Aitken	725.00	
Deferred payment of Dividend on Cert.No.--	1,500.00	
S. Goldstein	50.00	
Surplus (see below)	29,014.88	
		141,289.88

Surplus Account to June 30th,1915.

Income.		
Paid-in Surplus	280.00	
Valuation of Properties,paid out of Income	5,436.74	
City and State Rights	36,500.00	
From A Company	180,522.60	
" B "	109,010.84	
" C "	32,511.00	
		364,261.18
Expense.		
General	54,960.55	
A Company	128,526.74	
B Company	74,961.64	
C Company	43,507.32	
D Company	290.05	
		302,246.30
Profits to date		62,014.88
Dividends Nos. 1 and 2		33,000.00
Surplus as above		$29,014.88

A

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS.

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J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

DETAIL OF EXPENSE ACCOUNT JUNE 30, 1915.

General

Salaries, executive officers and office force	$11,028.00
Rent, executive offices	545.15
Postage and telephone	308.54
Furniture and fixtures	344.60
Supplies, including souvenier books	4,862.15 ?
Censorship	145.52
Travelling	3,475.08
Legal	31,058.27
Sundries	3,193.24
	$54,960.55

Theatre Companies

	A	B	C	D
Staff salaries	$17008.74	$10874.30	$5875.32	
Orchestra	16592.75	9819.	6454.50	
Supers	1231.95	582.55	521.50	
Properties	3122.94	950.16	340.05	290.05
Supplies	2180.16	3653.17	3407.38	
Rent of Theatre	26250.00	17000.00	9500.00	
Light	1380.28	388.80		
Detective Bureau	3509.30	2952.84	1258.90	
Travel	31.10	237.32	1305.16	
Sundries	408.32	1249.07	418.30	
Advertising salaries	2846.92	923.37	127.65	
Newspapers	388930.26	18580.86	12583.50	
Supplies	3619.41	2605.36	800.75	
Bill Boards	11414.61	5144.84	914.31	
	$128526.74	$74961.64	43507.32	290.05

A

PRODUCTION COST AND PROPERTIES:

	J. P. Dunning	2722.92
	Majestic Motion Picture Co.	99620.62
	D.W. Griffith	2016.98
	Balance Music Composition	202.74

1915

		Original charge to Production Cost,	$104,563.26
May	6	50,000 ft. Positive, Majestic	1,325.00
	29	Sundry items, Eppings acct.	124.21
	"	Liability - Insurance	883.50
		Sundry items, Eppings acct.	72.23
		E.H. Hastings, " "	273.94
	"	100,000 ft. Positive, Majestic	2,650.00
		photographs "	117.91
June	1	Western Import Co.	1,233.60
	7	100,000 ft. Positive, Majestic	2,650.00
	8	Manufactured Films "	3,000.00
	11	100,000 ft. Positive "	2,650.00
	19	100,000 ft. " "	2,650.00 122,193.65
	21	Milwaukee and Brighton Beach Stage Productions	717.55
	25	Titles and music	332.01
	28	Building Effects	725.46
	29	100,000 ft. Positive, Majestic	2,650.00 4425.02
		Value of Production and Properties	$126,618.67 126618.67

132055.41
131825.42
229.99

344.60
4862.15
5206.75

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS.

A

D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
"THE BIRTH OF A NATION"

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EPOCH PRODUCING CORPORATION

EXECUTIVE OFFICES
Longacre Building, 42nd Street and Broadway, New York
TELEPHONE, BRYANT 5293--5294

J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

New York, June 30, 1915
July 3, 1915.

Mr. A.H.T. Banzhaf,
2 Rector Street,
City.

Dear Sir:

I enclose herewith for your confidential information balance sheet of the above corporation under date of June 30, 1915, together with detail of expense account and attached thereto supplemental production cost statement.

Very truly yours,

Epoch Producting Corporation
By
Albert H. T. Banzhaf
Treasurer
MBL

B:L
(Enc.)

P.S. I mailed you on July 2nd, the detail expense account and supplemental production cost statement mentioned herein.

MBL

A

EPOCH PRODUCING CORPORATION

---oOo---

BALANCE SHEET, July 16 1915

ASSETS		LIABILITIES	
Production and Properties	$132412.67	Capital Stock	$110000.
Cash in bank and safe	15139.83	H. E. Aitken	725.
		Deferred Payment of Dividends ($142)	1500.
		S. Goldstein	50.
		Surplus (See below)	35277.50
	$147552.50		147552.50

SURPLUS ACCOUNT, July 16 1915

INCOME		EXPENSE	
Paid in surplus	280.00	General	62511.39
City and State Rights	42000.00	"A" Company	144890.03
From "A" Company	197892.42	"B" Company	88441.25
" "B" "	123986.34	"C" Company	58158.55
" "C" "	56509.50	"D" Company	4824.25
" "D" "	6351.61		
Interest on Deposits	83.01		358825.47
		Profits to date	68277:50
	427102.97		427102.97

Profits to date	68277.50
Subtract: Dividends #1 and #2	33000.00
Suplus, as above	$35277.50

July 27th 1915

Mr. Walter N. Seligsberg,
71 West 23rd Street,
New York City.

Dear Mr. Seligsberg:

In reply to your favor of the 26th inst., I enclose herewith copy of charter, by-laws and minutes of the D. W. Griffith Corporation.

Again referring to the voting trust agreement, I will take this matter up with you personally before preparing the same.

The other matters referred to you have received by this time.

Very truly yours,

AHTB/R

Triangle, Griffith

A Lupe

EXHIBIT "A"

AGREEMENT, made this 30 Day of July 1915, between TRIANGLE FILM CORPORATION, a corporation organised under the laws of Virginia, hereinafter referred to as the "Buyer", of the first part, MAJESTIC MOTION PICTURE COMPANY, a corporation organized and existing under the laws of New York, hereinafter referred to as the "Seller" of the second part, and DAVID W. GRIFFITH, of Los Angeles, California, hereinafter referred to as the "Producer", of the third part:

W I T N E S S E T H :

1. The Seller has for several years last past been engaged in the production of photoplays of high quality, which have been marketed throughout the world under the brand name "Majestic", "New Majestic" and "Komic".

2. The motion pictures produced by the Seller recently have all been produced under the supervision of the Producer.

3. The parties hereto desire that the Buyer shall have the sole and exclusive rights for the world to purchase photoplays produced by the Seller under the said brand names or under other brand names and for that purpose this contract is made.

4. The term of this agreement shall be three years from the first day of September, 1915.

5. The Seller agrees that during the term

of this contract it will make one photoplay, not less than 4500 feet and not more than 5600 feet in length produced under the supervision of the Producer, and of the quality of the best pictures heretofore produced under his superivision, for release in each week by the Buyer upon the day of such week designated by the Buyer. At least six weeks before the release date of any such photoplay, a positive print of the same, together with still pictures or cuttings therefrom, as a basis for advertising matter, shall be submitted to the Buyer. The Buyer shall examine the same within seven days after such submission and advise the Seller whether the same is accepted or rejected. Such photoplays as are rejected pursuant to this clause of this contract shall be dealt with as hereinafter provided. In the event of the rejection of the photoplay first submitted, the Seller shall immediately submit another or other photoplays for consideration by the buyer until the Buyer shall accept a photoplay for release. The Buyer agrees that upon the release date so designated, it will release the photoplay so submitted and accepted.

6. Immediately upon acceptance of a photoplay for release hereunder, the Seller shall cause to be made twenty-five positive prints thereof, to be delivered to the Buyer at such places in the United

States or Canada as it may designate. Deliveries in the United States and Canada shall be made so that the the subjects will reach their destination at least five days before release date. The Seller shall ship all prints f.o.b. at its factory.

7. The Buyer shall have the privilege, from time to time, to hire actors and actresses of note and to assign them to the Seller, subject to its consent for appearance in photoplays produced by the Seller; and the Seller agrees that it will employ such actors and actresses at a salary of $1000. per week in photoplays to be made and produced by the Seller for the release by the Buyer under this contract; and the Buyer agrees that it will pay any excess of the Salaries of such actors and actresses over $1000. per week.

8. The Seller will, at the Buyer's request and expense, copyright any and all photoplays made by it under this contract in the name of the Buyer as Owner.

9. All films sold under this contract shall be of standard size and of good character and quality, and shall be approved by the National Board of Censorship, and in the event of the creation of a Board of Censorship or other censoring agency by the Government of the United States, shall be approved by such Board or agency, and all films delivered hereunder shall be film which does not in any wise infringe

any trademark or copyright, and the Buyer shall be under no obligation to accept delivery of any film not approved or passed as aforesaid, which violates or infringes any copyright or trademark.

10. The Seller agrees that it will not at any time nor in any manner make or cause or permit to be made any copies of the negatives of photoplays sold to the Buyer hereunder or of any parts thereof or of the whole or any part of the positive prints thereof except at the Buyer's order. The Seller agrees that during the term of this contract the Buyer shall have the exclusive right to purchase all of the photoplays and the negative and positive prints thereof produced by the Seller and that it will not during the term of this contract make or produce or sell or deal in or with any photoplays or the negative or positive prints thereof, other than those to be sold to the Buyer hereunder.

11. The Buyer agrees to pay the Seller for the negative and twenty-five positive prints of each release made and sold hereunder during the first year of this contract, the sum of Forty Thousand ($40,000.) Dollars and for the negative and twenty-five prints of each release made and sold hereunder during the second and third years of this contract, the sum of Forty-five Thousand Dollars ($45,000.), such price shall be paid as follows: Thirty-thousand ($30,000.) Dollars within one week of release date, and the balance within sixty

days of release date. In addition to said price, the Buyer agrees to pay to the Sller, twenty-five per cent. (25%) of the gross receipts of any photoplay delivered hereunder after such gross receipts shall have equalled 175% of the cost of such photoplay to the Buyer. For the said sums, the Seller agrees to transfer and deliver to the Buyer the sole and exclusive ownership of the negative of each of such photoplays, free and clear of any lien, charge or incumbrance of any kind or character whatsoever, all copyrights or rights to copyright the same, all duplicate portions of negative used in the making or taking of the said photoplay, and all right, title and interest in, and to the same, and to duplicate or make copies or positive prints of the said negative.

12. Additional prints of any photoplay released pursuant to this contract shall be made by the Seller for the Buyer at a flat price of two cents per foot over the cost of raw film stock, and shall be delivered at the price, f/o.b. at the Sller's factory, and the Buyer agrees that during the term of this contract, it will not make or cause or permit to be made positive prints of any negative sold by the Seller to the Buyer hereunder in the United States of America or Canada, by any person other than the Seller, or its agents.

13. In the event that the Buyer rejects any photoplay under clause 5 hereof, the Buyer shall

purchase the negative of such rejected photoplay and all positive prints thereof, and all duplicate parts of negative for the following price, viz, One half of the cost of the production of said negative, to the Seller, excluding the overhead expenses, and including only actual cost of services, property, scenarios, locations and materials used in such production. If, during any year, six subjects shall have been rejected pursuant to said clause 5 of this contract, then and in that event the Buyer shall only be compelled to pay for additional subjects rejected during such year, twenty-five per cent. of such cost. All negative and/positive prints purchased under this clause of this contract shall forthwith be destroyed by the Buyer.

14. In order to assure the Seller protection under clause 11 of this contract, the Buyer agrees that it will keep accurate records of its receipts from each photoplay made by the Seller and purchased hereunder, and that such records shall be open to quarterly inspection by the Seller or its duly authorized agents during the usual business hours, and for such times as may be reasonably necessary to enable them to familiarize themselves with the facts. In order to protect the Buyer under clause 13 of this contract, the Seller agrees to keep accurate records of the production costs and overhead expenses applying to each photoplay made and produced by it, and that such records shall be

open to quarterly inspection by the Buyer or its duly authorized agents during usual business hours and for such times as may be reasonably necessary to enable them to familiarize themselves with the facts. Any accounts rendered or payments made by either Buyer or Seller to the other shall be rendered or made subject to correction within six months.

15. The Producer, in order to induce the Buyer and the Seller to enter into this agreement, and in consideration of the Buyer's and the Sller's signing and executing this agreement, hereby agrees to and with the Buyer and the Sller that he will serve the Seller ~~xxxxxxx~~ as Supervisor of its motion picture productions for the term of three (3) years from the first day of September, 1915, at a salary of $1,000.00 Dollars per week, payable at the end of each week, and that he will do each and every thing in his power to enable the Seller to sell and deliver to the Buyer in accordance with theterms of this agreement, photoplays produced under his supervision and that he will not, during the same period of three years from the first day of September 1915, directly or indirectly engage in any branch of the motion picture business or render services or lend his name to the production of any photoplays other than those to be produced by the Seller for the Buyer under this contract.

16. The Seller agrees that it will employ

the Producer and pay him the salary hereinbefore provided for, as herein provided. Nothin in this agreement shall prevent the Seller and the Producer from agreeing upnn a larger salary to be paid to the Producer.

17. The parties hereto all agree that the services of the Producer are unique and extraordinary in character and cannot be duplicated.

18. The Producer shall have the privilege of supervising the production of two photoplays during each year which shall in no wise be included in or governed by any of the terms of this agreement, anything herein contained to the contrary notwithstanding.

IN WITNESS WHEREOF, Triangle Film Corporation has cuased these presents to be signed by its President and its corporate seal to be hereto affixed and attested, and Majestic Motion Picture Corporation has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested, and Mr. Griffith has hereunto set his hand and seal, the day and year first above written.

TRIANGLE FILM CORPORATION

ATTEST: BY H. E. AITKEN
President.

(SEAL)

MAJESTIC MOTION PICTURE COMPANY

By H. E. AITKEN
President.

ATTEST:

(SEAL) DAVID W. GRIFFITH

By ALBERT H. T. BANZHAF (L.S.)
ATTORNEY IN FACT

AGREEMENT made this 31st day of July, 1915, between all the stockholders of the EPOCH PRODUCING CORPORATION, who shall become parties to this agreement by signing the same hereinafter called the stockholders, parties of the first part, and HARRY E. AITKEN and DAVID W. GRIFFITH, hereinafter called the voting trustees, parties of the second part, and TITLE GUARANTEE & TRUST COMPANY, hereinafter called the depositary, party of the third part,

W I T N E S S E T H :

WHEREAS, the parties of the first part deem it to their interest to act together concerning the management of the Epoch Producing Corporation, of which they are respectively stockholders, and to that end to unite the voting power held by them as such stockholders and to place the same in the hands of the voting trustees as hereinafter provided;

NOW, this agreement, made in consideration of the mutual covenants herein contained, WITNESSETH:

FIRST: Each party hereto of the first part holding shares of the capital stock of the Epoch Producing Corporation to the number set opposite their respective names as hereunto respectively subscribed, hereby severally agrees to deposit the same and the certificates therefor with sufficient transfers thereof in favor of the persons hereinbefore named as voting trustees with Title Guarantee & Trust Company, of New York, and to receive in exchange therefor the certificates hereinafter referred to, which deposit shall continue for a period of five years from the date of this agreement, that is

to say, until the 31st day of July, 1920 and upon the making of such deposit the shares represented by the stock certificates so deposited shall be transferred upon the books of the said Epoch Producing Corporation to the names of said voting trustees, who are hereby fully authorized and empowered to cause such transfers to be made, and also cause any further transfers of said shares to be made which may become necessary through the occurrence of any change of the persons holding the office of voting trustees as hereinafter provided, and during the said period of five years the voting trustees shall possess and be entitled to exercise all the rights of every name and nature, including the right to vote in respect of any and all such shares deposited, it being however understood that the holders of the trust certificates to be issued by the voting trustees shall be entitled to receive payment of the dividends, if any, collected by said voting trustees upon shares of such stock standing in their names.

SECOND: The voting trustees do hereby agree with the stockholders and with every holder of certificates issued as hereinafter provided that from time to time, upon request, they will cause to be issued to the several stockholders in respect of all stock deposited by them, certificates to an aggregate amount equal to the amounts of all stock so deposited, and which certificates shall be in substantially the following form:

EPOCH PRODUCING CORPORATION
Stock Trust Certificate.

THIS IS TO CERTIFY that on the day of July 1920,
will be entitled to receive a certificate or certificates for full paid shares of One Hundred ($100) dollars each in the capital stock of

the Epoch Producing Corporation, and in the meantime to receive payment of the dividends, if any, collected by the undersigned voting trustees upon a like number of such shares of capital stock standing in their names, and until the said day of July, 1920 the voting trustees shall possess and be entitled to exercise all rights of every name and nature, including the right to vote in respect of any and all such stock; it being expressly stipulated that no voting right passes to the holder hereof by or under this certificate or by or under any agreement, express or implied.

This certificate is issued pursuant to the terms of an agreement in writing, dated the day of July, 1915 made and entered into between the stockholders of said corporation and said voting trustees, which agreement is on file with the Title Guarantee & Trust Company, of New York, at 135 Broadway, New York City, N. Y.

This certificate is transferrable only on the books which shall be kept for that purpose by said voting trustees by the registered holder, either in person or by attorney duly authorized according to rules which shall be established for that purpose by said voting trustees, and on surrender thereof and until so transferred, said voting trustees may treat the registered holder as owner thereof for all purpose whatsoever, except that delivery of said certificates hereunder shall not be made without the surrender hereof.

This certificate is not valid unless signed by the duly authorized agent of the voting trustees, and also countersigned and registered by the Title Guarantee & Trust Company, of New York, as registrar.

IN WITNESS WHEREOF the said trustees have caused this certificate to be signed this day of 1915.

_____
Voting Trustees

Countersigned and registered this day of 1915.

TITLE GUARANTEE & TRUST COMPANY, Registrar

By_____

THIRD: On the day of July, 1920 the voting trustees, in exchange for and upon surrender of any of their trust certificates then outstanding, will in accordance with the terms hereof, deliver proper certificates of equivalent kind and amount of stock of the Epoch Producing Corporation.

FOURTH: From time to time after this agreement shall have taken effect, the voting trustees may receive

any additional full paid shares of the capital stock of Epoch Producing Corporation upon the terms and conditions of this agreement, and in respect of all such shares so received will issue and deliver certificates similar to that above mentioned entitling the holders to all the rights above specified.

FIFTH: In the event of the death or other disability of David W. Griffith, one of the voting trustees hereunder, Albert H. T. Banzhaf of New York City shall be and he hereby is appointed voting trustee in place and stead of said David W. Griffith with the same powers and authority as if he had been originally appointed hereunder; such appointment to take effect upon his signature to this agreement and acceptance of the terms hereof in writing.

In the event of the death or other disability of Harry E. Aitken, one of the voting trustees hereunder, Roy E. Aitken, of New York City, shall be and he hereby is appointed voting trustee in place and stead of said Harry E. Aitken with the same powers and authority as if he had been originally appointed hereunder; such appointment to take effect upon his signature to this agreement and acceptance of the terms hereof in writing.

SIXTH: All questions arising between the voting trustees shall from time to time be determined by their decision, acting as voting trustees, either at a meeting or by writing with or without meeting, and in like manner they may establish their rules of action. The said voting trustees shall act jointly if both of them are present at any meeting of stockholders and if but one of them be present, the one so present shall act with full power to vote upon all of the stock deposited here-

under. The said voting trustees may act by a proxy or proxies jointly, or each voting trustee may appoint a proxy or proxies to act for him at any meeting, and such proxy or proxies present at any meeting shall have and exercise all the power and authority of the voting trustee whom they represent.

SEVENTH: In voting the stock held by them, the voting trustees will exercise their best judgment from time to time to select suitable directors to the end that the affairs of the company shall be properly managed, and in voting on other matters which may come before them at any of the stockholders' meetings will exercise like judgment, but it is understood that no voting trustee incurs any responsibility by reason of any error of law or of any matter or thing done or omitted under this agreement, except for his own individual malfeasance.

EIGHTH: This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one of the same instrument.

IN WITNESS WHEREOF the several parties hereto have hereunto set their hands and seals the day and year first above mentioned, and the voting trustees have hereunto set their hands and seals in token of their acceptance of the voting trust hereby created.

Name	No. of Shares
David W. Griffith	
H. E. Aitken	
R. E. Aitken	

David W. Griffith
H. E. Aitken
Voting Trustees

TITLE GUARANTEE & TRUST COMPANY
By _____
Depositary

AGREEMENT made this 31st day of July 1915, between all the stockholders of the EPOCH PRODUCING CORPORATION, who shall become parties to this agreement by signing the same hereinafter called the stockholders, parties of the first part, and HARRY E. AITKEN and DAVID W. GRIFFITH, hereinafter called the voting trustees, parties of the second part, and TITLE GUARANTEE & TRUST COMPANY, hereinafter called the depositary, party of the third part,

W I T N E S S E T H :

WHEREAS, the parties of the first part deem it to their interest to act together concerning the management of the Epoch Producing Corporation, of which they are respectively stockholders, and to that end to unite the voting power held by them as such stockholders and to place the same in the hands of the voting trustees as hereinafter provided;

NOW, this agreement, made in consideration of the mutual covenants herein contained, WITNESSETH:

FIRST: Each party hereto of the first part holding shares of the capital stock of the Epoch Producing Corporation to the number set opposite their respective names as hereunto respectively subscribed, hereby severally agrees to deposit the same and the certificates therefor with sufficient transfers thereof in favor of the persons hereinbefore named as voting trustees with Title Guarantee & Trust Company, of New York, and to

receive in exchange therefor the certificates hereinafter referred to, which deposit shall continue for a period of five years from the date of this agreement, that is to say, until the 31st day of July 1920 and upon the making of such deposit the shares represented by the stock certificates so deposited shall be transferred upon the books of the said Epoch Producing Corporation to the names of said voting trustees, who are hereby fully authorized and empowered to cause such transfers to be made, and also cause any further transfers of said shares to be made which may become necessary through the occurrence of any change of the persons holding the office of voting trustees as hereinafter provided, and during the said period of five years the voting trustees shall possess and be entitled to exercise all the rights of every name and nature, including the right to vote in respect of any and all such shares deposited, it being however understood that the holders of the trust certificates to be issued by the voting trustees shall be entitled to receive payment of the dividends, if any, collected by said voting trustees upon shares of such stock standing in their names.

SECOND: The voting trustees do hereby agree with the stockholders and with every holder of certificates issued as hereinafter provided that from time to time, upon request, they will cause to be issued to the several stockholders in respect of all stock deposited

by them, certificates to an aggregate amount equal to the amounts of all stock so deposited, and which certificates shall be in substantially the following form:

EPOCH PRODUCING CORPORATION
Stock Trust Certificate.

THIS IS TO CERTIFY that on the day of July 1920,
will be entitled to receive a certificate or certificates for full paid shares of One Hundred ($100) dollars each in the capital stock of the Epoch Producing Corporation, and in the meantime to receive payment of the dividends, if any, collected by the undersigned voting trustees upon a like number of such shares of capital stock standing in their names, and until the said day of July 1920 the voting trustees shall possess and be entitled to exercise all rights of every name and nature, including the right to vote in respect of any and all such stock; it being expressly stipulated that no voting right passes to the holder hereof by or under this certificate or by or under any agreement, express or implied.

This certificate is issued pursuant to the terms of an agreement in writing, dated the day of July, 1915 made and entered into between the stockholders of said corporation and said voting trustees, which agreement is on file with the Title Guarantee & Trust Company, of New York, at 175 Broadway, New York City, N. Y.

This certificate is transferrable only on the books which shall be kept for that purpose by said voting trustees by the registered holder, either in person or by attorney duly authorized according to rules which shall be established for that purpose by said voting trustees, and on surrender thereof and until so transferred, said voting trustees may treat the registered holder as owner thereof for all purposes whatsoever, except that delivery of said certificates hereunder shall not be made without the surrender thereof.

This certificate is not valid unless signed by the duly authorized agent of the voting trustees, and also countersigned and registered by the Title Guarantee & Trust Company, of New York, as registrar.

IN WITNESS WHEREOF, the said trustees have caused this certificate to be signed this day of 1915.

_____
Voting Trustees

Countersigned and registered this day of 1915.

TITLE GUARANTEE & TRUST COMPANY, Registrar

By_____

THIRD: On the day of July 1920 the voting trustees, in exchange for and upon surrender of any of their trust certificates then outstanding, will in accordance with the terms hereof, deliver proper certificates of equivalent kind and amount of stock of the Epoch Producing Corporation.

FOURTH: From time to time after this agreement shall have taken effect, the voting trustees may receive any additional full paid shares of the capital stock of Epoch Producing Corporation upon the terms and conditions of this agreement, and in respect of all such shares so received will issue and deliver certificates similar to that above mentioned entitling the holders to all the rights above specified.

FIFTH: In the event of the death or other disability of David W. Griffith, one of the voting trustees hereunder, Albert H. T. Banzhaf of New York City shall be and he hereby is appointed voting trustee in place and stead of said David W. Griffith with the same powers and authority as if he had been originally appointed hereunder; such appointment to take effect upon his signature to this agreement and acceptance of the terms hereof in writing.

In the event of the death or other disability of Harry E. Aitken, one of the voting trustees hereunder, Roy E. Aitken, of New York City, shall be and he hereby is appointed voting trustee in place and stead of said Harry E. Aitken with the same powers and authority as if

he had been originally appointed ~~xxx~~ hereunder; such appointment to take effect upon his signature to this agreement and acceptance of the terms hereof in writing.

SIXTH: All questions arising between the voting trustees shall from time to time be determined by their decision, acting as voting trustees, either at a meeting or by writing with or without meeting, and in like manner they may establish their rules of action. The said voting trustees shall act jointly if both of them are present at any meeting of stockholders and if but one of them be present, the one so present shall act with full power to vote upon all of the stock deposited hereunder. The said voting trustees may act by a proxy or proxies jointly, or ~~xx~~ each voting trustee may appoint a proxy or proxies to act for him at any meeting, and such proxy or proxies present at any meeting shall have and exercise all the power and authority of the voting trustee whom they represent.

SEVENTH: In voting the stockheld by them, the voting trustees will exercise their best judgment from time to time to select suitable directors to the end that the affairs of the cpmpany shall be properly managed, and in voting on other matters which may come before them at any of the stockholders' meetings will exercise like judgment, but it understood that no voting trustee incurs any responsibility by reason of any error of law or of any matter or thing done or omitted under this agreement, except for his own individual malfeasance.

EIGHTH: This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one of the same instrument.

IN WITNESS WHEREOF the several parties hereto have hereunto set their hands and seals the day and year first above mentioned, and the voting trustees have hereunto set their hands and seals in token of their acceptance of the voting trust hereby created.

Name	No. of shares
David W. Griffith	
H. E. Aitken	
R. E. Aitken	

David W. Griffith

H. E. AITKEN

Voting Trustees

TITLE GUARANTEE & TRUST COMPANY

By_____

Depositary

A

Balance Sheet, July 31 1915
(Before declaration of Dividend #4)

Assets

Production and Properties	132,536.80	
Cash	29,965.70	
		162,502.50

Liabilities

Capital Stock	110,000.00	
H.E.Aitken	725.00	
Deferred payment of Dividend, Cert.#	2,250.00	
S. Goldstein	50.00	
Surplus (See below)	49,477.50	
		162,502.50

Surplus Account, July 31 1915.

Income

Paid in Surplus	280.00	
City and State Rights	47,500.00	
From "A" Company	213,031.42	
" "B" "	135,448.84	
" "C" "	89,831.75	
" "D" "	15,632.26	
Interest on Deposits	83.10	
Royalty on Music	14.44	
		501,821.81

Expense

General Office	64,585.00	
"A" Company	154,174.30	
"B" Company	96,422.39	
"C" Company	79,248.94	
"D" Company	8,140.68	
"E" Company	273.00	
		402,844.31

Profits to date	98,977.50
Dividends #1, 2, 3	49,500.00
Surplus as above	$49,477.50

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A

Balance Sheet, Close of Business, July 31, 1915.

Assets		
Properties and Production	132,536.80	
Cash on hand	8,965.70	
		141,502.50
Liabilities		
Capital Stock	110,000.00	
H. E. Aitken	725.00	
Deferred payment of Dividends, Cert. #	3,250.00	
S. Goldstein	50.00	
Surplus (See below)	27,477.50	
		141,502.50

Surplus Amount, July 31, 1915.

Income		
Paid in Surplus	280.00	
City and State Rights	47,500.00	
From "A" Company	213,031.42	
" "B" "	135,448.84	
" "C" "	89,831.75	
" "D" "	15,632.26	
Interest on Deposits	83.10	
Royalty on Music	14.44	
		501,821.81
Expense		
General Office	64,585.00	
"A" Company	154,174.30	
"B" "	96,422.39	
"C" "	79,248.94	
"D" "	8,140.68	
"E" "	273.00	
		402,844.31
Profits to date		98,977.50
Dividends numbers 1, 2, 3, 4		71,500.00
Surplus as above		27,477.50

Correct!
John A. Goldsmith,
Auditor.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

In consideration of One ($1) dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto the DAVID W. GRIFFITH CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, all my right, title and interest in and to the picture photo-plays known and described as "Home Sweet Home" and "The Avenging Conscience", subject, however, to a certain contract made and entered into by me with the Majestic Motion Picture Co.; and I hereby give to the said David W. Griffith Corporation its successors and assigns, full power and authority for its or their own use, and at its or their own cost, to ask, demand, collect, receive, compound and give acquittance for the same or any part thereof, and in my name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 2nd day of August 1915.

(sd.) David W. Griffith (L.S.)

STATE OF CALIFORNIA : ss.
COUNTY OF LOS ANGELES :

On this 2d day of August, 1915, before me personally appeared D. W. GRIFFITH, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.

Geo. H. Schneider
Notary Public
In and for said County & State
My Commission Expires Aug. 31, 1917

(SEAL)

****

EPOCH PRODUCING CORPORATION

and

CENTRAL CANADA EXHIBITION ASS'N.

****

AGREEMENT.

****

AGREEMENT made this 4th day of Aug. 1915 between EPOCH PRODUCING CORPORATION, a corporation organized and existing under the laws of New York, hereinafter referred to as the "Company" of the first part, and CENTRAL CANADA EXHIBITION ASSOCIATION, of Ottawa, Canada, hereinafter referred to as the "Association" of the second part.

1. The Company is the owner of a negative of a motion picture photoplay in twelve (12) reels entitled "The Birth of a Nation or The Clansman," and of the right to exhibit and distribute the same throughout the world.

2. The Association desires to exhibit the said motion picture photoplay in the City of Ottawa, Canada.

3. The Company hereby leases to the Association and the Association hereby hires from the Company, for the period of One (1) week from September 13th, 1915, one (1) positive print of said motion picture photoplay entitled "The Birth of a Nation or The Clansman", consisting of twelve (12) reels of motion picture film, for exhibition in the City of Ottawa, Canada, and not elsewhere. The Company also agrees to supply an operator and a band leader for the exhibitions to be given hereunder, and also to furnish to the Association, without extra charge, advertising paper and photographs for such exhibition.

4. As gross rental for the said print for the said period, the Association agrees to pay the Company Seventy Per Cent (70%) of the gross receipts of the exhibition of the said photoplay hereunder. The Association agrees to keep accurate account of such gross receipts and to permit the Company, or its representatives, at all times, to check such receipts and to examine fully its accounts and records thereof. In addition, the Association agrees to pay all taxes and duties in connection with the importation and ex-

hibition of the said motion picture photoplay hereunder, including import duties on such film, posters, advertising matter, photographs and other accessories for use in connection therewith. The Association guarantees that the Company's share of the gross receipts from exhibition hereunder shall be at least the sum of Three Thousand Dollars ($3,000.), and as evidence of good faith has paid to the Company the sum of $500.00 upon the execution of this agreement and the balance of $2500.00 shall be paid not later than Saturday September 11th, 1915, at the time of the delivery of the print.

5. The Association agrees that it will not exhibit nor permit the exhibition of the whole or of any part of said motion picture photoplay or of any positive print thereof at any place outside of the exhibition grounds in the said City of Ottawa; that it will not make any copies or duplicates of the whole or of any part of said photoplay, mor permit the making of any such copies or duplicates, and the Company agrees that it will not grant any right to any person or in any wise knowingly permit the use or exhibition of said motion picture photoplay in said city of Ottawa during the period of this lease, except by the Association.

6. The Company will appoint a representative, and the Association agrees that it will at all times permit the Company's representative to be present at exhibitions of said photoplay. The print to be leased to the Association shall be delivered to it at Ottawa, Canada, on or before September 11th, 1915, but the said print and the whole thereof shall remain in the physical custody and control of the Company's said representative at all times except when the same is actually being used in exhibition hereunder, and excepting also during any time during which the Company's said representative may be disabled for any reason from maintaining such custody and control.

7. In the event of a breach by the Association of any of the terms, covenants or conditions of this agreement on their part to be performed, this lease and the term hereof and all the Association's rights hereunder shall cease, expire and come to an end at the option of the Company, anything herein contained to the contrary notwithstanding, and the Company shall thereupon become entitled to the immediate possession of said motion picture photoplay and of all copies and prints of the same procured hereunder or by reason of this agreement, and shall have the right to seize the same or any of them, with or without legal process, wherever they or any of them may be found, and the failure to exercise this right in any instance or breach shall not be deemed a waiver of the right to exercise it for the same or any other breach at any time thereafter.

8. Neither this agreement nor any rights or interests arising hereunder shall be assigned, sublet or transferred in whole or in part by the Association without the written consent of the Company.

9. No representations made by any representative or agent of the Company nor by any other person shall be binding or be considered a part of any agreement between the Association and the Company unless herein expressly contained, and no variation of this agreement shall be made except in writing signed on the part of the Company by its president, who, it is agreed, is the only person having authority to change, vary or modify anything herein contained.

10. The Company hereby expressly calls the attention of the Association to the fact that attempts have been made at various places in the United States to prevent the exhibition of the said photoplay, and to the fact that similar attempts may be made in the City of Ottawa, and it is

hereby agreed between the parties, with full knowledge of the facts stated in this paragraph, that the Company shall not be in any wise, directly or indirectly responsible to the Association if the exhibition of the said photoplay be prevented or interfered with in said City of Ottawa. The Association expressly undertakes and agrees that it will procure the approval of the said photoplay by all Boards of Censors whose approval may be necessary in order to permit the exhibition thereof hereunder.

11. The Association shall keep the said print fully insured against loss or destruction for their own benefit as well as for the benefit of the Company, and the loss of the use of the said print during any period shall not entitle the Association to a return of the whole or any part of the gross rental paid hereunder.

12. Upon the expiration of the term of this lease, the Association shall return the said print to the Company in good condition.

IN WITNESS WHEREOF the Company has caused these presents to be signed by its Treasurer and its corporate seal to be hereunto affixed, and the Association has caused these presents to be signed by its Manager & Sec'y. and its corporate seal to be hereunto affixed the day and year first above written.

EPOCH PRODUCING CORPORATION

In Presence of:

By Albert H.T. Banzhaf
Treasurer.

(Corporate Seal)

CENTRAL CANADA EXHIBITION ASSOCIATION

By E. McMahon
Mgr. & Sec'y.

(Corporate Seal)

A

BALANCE SHEET
August 4, 1915.

ASSETS

Properties and Production	$140,763.62	
Cash in Banks	27,872.17	168,635.79

LIABILITIES

Capital Stock	110,000.	
H. E. Aitken	725.	
Unpaid Dividends, Ctf. No.	3,250.	
S. Goldstein	50.	
Surplus (see below)	54,610.79	168,635.79

SURPLUS ACCOUNT AUGUST 4, 1915.

INCOME

Paid in Surplus	280.00	
City & State Rights	67500.00	
From "A" Company	216443.17	
" B "	140291.34	
" C "	94681.00	
" D "	19784.01	
" E "	5523.30	
Interest on Deposits	83.10	
Royalty on Music	14.44	544,600.36

EXPENSE

General Office	73,364.70	
"A" Company	154,555.60	
B "	96,689.19	
C "	79,787.18	
D "	9,680.04	
E "	4,412.86	418,489.57

Profits to date	126,110.79
Dividends Nos. 1,2,3,4	71,500.
Surplus as above	54,610.79

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, VICE-PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

T56GS 0& 33 NL

LOSANGELES CAL AUG 6 15

16 DEY ST. N. Y.

ALBERT H T BANZHAF

8360

TWO RECTOR ST NEWYORK NY

FOR VALUE RECD I HEREBY ASSIGN SET OVER AND TRANSFER UNTO TO D W GRIFFITH COMPANY A CORPORATION ALL MY INTEREST IN AND TITLE TO THAT MOTION PICTURE NEGATIVE ENTITLED THE AVENGING CONSCIENCE

D W GRIFFITH 1024

WESTERN UNION

Form 2289 J

RECEIVERS NO.	TIME FILED	CHECK

NIGHT LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

New York City, 8/5/15 191

To D. W. Griffith:

Am pleased to advise you that all detail of our flotation have now been completed and the Triangle Stock is listed on the New York curb and is being dealt in at the price of five and three quarters to six and one quarter per share William D. Joyce President of National Surety Company and widely known to bankers throughout the United States as a most progressive and successful business man and associated with the largest New York interests has been elected to our board. Have arranged that all stock on market is trusteed in my name as investors insist on my assuming personal responsibility for success and conduct of our venture. All the foregoing is confidential and not for publication.

H. E. Aitken.

Rec'd A.M.S. 8/6/15

A

BALANCE SHEET — AUGUST 11, 1915

Assets		
Properties and Productions	$141,469.46	
Cash in Banks	32,665.68	$174,135.14
Liabilities		
Capital Stock	110,000.00	
H. E. Aitken	725.00	
Stock Cert.No.----(Unpaid Dividend)	4,250.00	
S. Goldstein	50.00	
Surplus (See below)	59,119.14	174,135.14

Surplus Account, August 11, 1915.

Income		
Paid in surplus	280.00	
City and State Rights	68,000.00	
From "A" Company	225,847.17	
" B "	149,929.09	
" C "	107,368.00	
" D "	24,831.14	
" E "	7,030.42	
Interest on Deposits	83.10	
Royalty on music	14.44	583,383.36
Expense		
General office	67,921.70	
"A" Company	159,759.93	
B Company	100,697.84	
C Company	85,883.48	
D Company	11,190.29	
E Company	5[illegible]229.98	431,373.22
Profits to date		152,010.14
Dividends, Nos.1,2,3,4,5		92,900.
Surplus as above		59,110.14

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Cancelled

A G R E E M E N T , made this day of August, 1915, between MAJESTIC MOTION PICTURE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, hereinafter referred to as the Majestic Co., party of the first part, and DAVID W. GRIFFITH, of the City of New York, hereinafter referred to as Mr. Griffith, party of the second part,

W I T N E S S E T H :

FIRST: Majestic Co. hereby employs Mr. Griffith to supervise the production of motion pictures by said company for the period of three years from the 1st day of September 1915. Mr. Griffith hereby agrees to use his best efforts in the supervision of the production of motion pictures by said company for the purpose of imparting to such productions artistic, dramatic and commercial value.

change SECOND: Majestic Company hereby agrees to pay Mr. Griffith for his services as aforesaid the sum of One thousand ($1,000) dollars per week, and a further weekly sum to be computed as follows: One-third (1/3) of the profits received by the said Majestic Co. from the Triangle Film Corporation for the selling price of one multiple reel feature picture weekly, as more fully appears by the contract, a copy of which is hereto annexed, which profit shall be the difference between the gross cash receipts received by said Majestic Company and the cost of services and labor actually employed thereon, including the cost of new material and settings actually used thereon, also cost of scenario or play and a fair proportion of overhead. Said selling price of such multiple reel feature picture shall in no event be

less than Forty thousand ($40,000) dollars for each multiple reel feature and shall include all percentages that may thereafter be received by the Majestic Co. therefor, as provided for by the annexed contract.

THIRD: Said Majestic Co. will keep at its offices in New York a separate account for each multiple reel feature, showing all its receipts and disbursements therefor, and will keep on file all contracts had in conjunction therewith, and said account and contracts may be inspected and copies thereof made by said Griffith, or his representative, from time to time, and said Majestic Co. shall pay to Mr. Griffith his proportionate one-third (1/3) share of said profit computed as aforesaid, and submit therewith a copy of the statement upon which said profit is based. Such one-third (1/3) share of profit shall be paid immediately ~~within thirty (30) days after~~ upon receipt of any payment made by the Triangle Film Corporation to the Majestic Co.

FOURTH: It is expressly understood and agreed between the parties that the directors of the Majestic Co. may increase Mr. Griffith's salary without prejudice to this agreement.

Obt Price

FIFTH: It is further agreed by and between the parties hereto that Mr. Griffith shall, during the continuance of this contract, have the right to supervise at the studios and factory of the said Majestic Co. the production of at least two multiple reel feature films each and every year during the term of this contract, and that such multiple feature film shall be sold by said Majestic Co. to Mr. Griffith at the amount of its cost, plus 20 per cent., Mr. Griffith to have entire charge of the producing and marketing of said feature films, and to pay to the Majestic Co. said purchase

price out of the first moneys received from the marketing of such films.

SIXTH: It is further understood and agreed between the parties that the privilege of producing and marketing such films may be transferred and consigned by Mr. Griffith to any corporation now owned or hereafter to be formed and controlled by him.

SEVENTH: It is understood and agreed between the parties that inasmuch as Mr. Griffith enters the employ of the Majestic Co. because of an expected connection and stock interest in the Triangle Film Corporation, which company is to control the distributing rights of the aforesaid weekly production of multiple reel feature films, that if for any reason whatever the said Triangle Film Corporation or the Majestic Co. shall terminate or breach their contract with each other, this contract shall cease and terminate at Mr. Griffith's option.

EIGHTH: Mr. Griffith agrees that he will not, during the period of his employment under this contract, render services to, or be engaged in any manner, directly or indirectly, with any persons or corporations engaged in any branch of the motion pictures ~~business~~, except the Majestic Co., David W. Griffith Corporation, Epoch Producing Corporation, or any corporation that he may hereafter own or control for the production and distribution of multiple reel feature films as provided for by paragraph of this contract, and that he will not permit the use of his name in connection with any branch of the motion picture business, except in connection with the companies named in this paragraph or those which may be owned and controlled by him as hereinbefore referred to, without the consent of the Majestic Co.

NINTH: It is further agreed between the parties hereto that Mr. Griffith shall have the sole and exclusive charge of the employment and discharge of all directors, artists, actors (special or otherwise) or other employees employed by the Majestic Co. in the production and manufacture of its motion pictures.

TENTH: It is further agreed between the parties hereto that all advertising matter in which Mr. Griffith's name may appear shall be first submitted to Mr. Griffith for his approval before the publication thereof.

IN WITNESS WHEREOF the Majestic Co. has caused these presents to be signed by its , its corporate seal to be hereto affixed and Mr. Griffith has hereunto set his hand and seal the day and year first above written.

MAJESTIC MOTION PICTURE COMPANY

By_____

_____L.S.

****

EPOCH PRODUCING CORPORATION

and

THE BASIL CORPORATION.

****

SIGNED

AGREEMENT.

Sept 9-1917

****

also guarantee same date
by H. W. Hume

SELIGSBERG & LEWIS
ATTORNEYS AT LAW
~~XXXXXXXXXXXXXXXXXXXXXX~~
71 W. 23rd St.

Draft #3.
Sept 9. 1915.

AGREEMENT made this 9th day of September 1915 between EPOCH PRODUCING CORPORATION, a corporation organized under the laws of the State of New York, hereinafter referred to as the "Epoch Company" of the first part, and THE BASIL CORPORATION, a corporation organized and existing under the laws of the State of New York, hereinafter referred to as "Basil Company" of the second part.

1. Epoch Company is the owner of the copyrighted motion picture photoplay entitled "The Birth of a Nation" or "The Clansman."

2. Epoch Company hereby leases to Basil Company two new prints of said photoplay for the term of ten years from the date hereof, for exhibition and exploitation in the territory hereinafter specified for a rental paid upon the execution and delivery of this contract, by the delivery of seventy shares of the capital stock of Basil Company, full paid and non-assessable, and of the sum of $1960. receipt whereof is hereby acknowledged.

Epoch Company hereby leases to Basil Company the said prints, together with all the Epoch Company's rights to exhibit and exploit and deal in and with the said photoplay in the said territory during the said period.

3. The territory hereinbefore referred to within which said photoplay and prints may be exhibited and exploited is as follows: All the Provinces of Canada, and also Newfoundland, and Alaska.

4. Epoch Company agrees with Basil Company, that during the term of this lease neither the Epoch Company nor its servants or agents shall exhibit or exploit said photoplay or any part thereof, or cause it or any part thereof to be exhibited or exploited within the territory aforesaid, and further agrees that it has not given, nor will it give,

any person, firm, association or corporation any right, license or privilege to sell, exhibit, exploit or otherwise deal in and with the said photoplay within the said territory, during the term of this lease.

5. Basil Company agrees that it will not copy or duplicate said photoplay or any part thereof, or cause or permit the same to be copied or duplicated, and that it will not exhibit or exploit the said photoplay or cause or permit the same to be exhibited or exploited in any other territory than the aforesaid territory, and that it will not exhibit or exploit any prints of said photoplay other than those hired hereunder within the said territory, and that upon violation of this or any other provision of this contract by Basil Company, the lease of the said photoplay shall terminate and expire and Epoch Company shall be entitled to immediate possession of said photoplay and all copies and prints of the same, and shall have the right to recover possession of the same or any of them with or without legal process wherever found, and the failure to exercise this right for any breach shall not be a waiver of the right to exercise it for the same or any other breach at any time thereafter.

Basil Company hereby agrees that it will not exhibit, exploit nor advertise, nor permit the exhibition, exploitation or advertisement of said photoplay as part of any program of photoplays.

6. Basil Company further agrees that upon the execution of this agreement it will deliver to the Epoch Company a bond of the National Surety Company or some other surety company acceptable to the Epoch Company, for the payment of the sum of Fifteen thousand ($15,000) Dollars, conditioned upon its performance of this agreement.

7. Neither this agreement nor any rights arising

therefrom shall be assigned or transferred in whole or in part by Basil Company without the written consent of the Epoch Company.

8. No representation made by any representative or agent of the Epoch Company or by any other person shall be binding or be considered a part of any agreement between the Epoch Company and Basil Company, unless herein expressly contained, and no variation of this agreement shall be made except in writing signed on the part of the Epoch Company by its president, who it is agreed is the only person authorized to sign the same on behalf of the Epoch Company.

9. Posters and advertising matter shall at all times during the life of this agreement be sold by the Epoch Company to Basil Company at cost thereof to Epoch Company, but Basil Company shall not be under any obligation at any time to purchase its posters and advertising matter from Epoch Company.

10. The loss of the use of any prints hired hereunder during any period, not due to any fault on the part of Epoch Company, shall not entitle Basil Company to the return of the whole or any part of the gross rental paid hereunder, but in the event of the total or partial destruction or deterioration of any such print, or in the event that Basil Company desires additional prints of said photoplay, the Epcoh Company will furnish Basil Company with a duplicate print of the portions destroyed or damaged or with additional prints, subjects, however, to all the terms, covenants, conditions and agreements herein contained, upon payment by Basil Company to the Epoch Company, in advance, of a gross rental figured at the rate of eight cents (8¢) cents per foot for each additional foot of film so furnished. All additional prints shall be held by Basil Company subject to all theterms

covenants, conditions and agreements herein contained as though originally included herein specifically.

11. Basil Company agrees that it will not, prior to June 1st, 1916, permit the exhibition of said photoplay at any place except in first class theatres or first-class vaudeville houses and that it will not prior to June 1st, 1916 knowingly permit the exhibition thereof in cities in said territory having a population of 100,000 or more according to the last Census, unless a $1.50 admission fee is advertised and charged for at least 100 of the best seats on the ground floor of the place of exhibition at all evening performances; or if such place of exhibition has less than 400 seats on the ground floor, then unless the said admission fee of $1.50 is so charged for at least one fourth of the seats on the ground floor; and Basil Company further agrees that it will not knowlingly permit the exhibition of the said photoplay in places of less than 100,000 population in said territory unless an admission fee of $1.00 is advertised and charged for at least 100 seats on the ground floor of the place of exhibition at all evening performances unless there are less than 400 seats on such ground floor, in which event said admission fee shall be advertised and so charged for at least one fourth of such ground floor seats. Basil Company further agrees that in no event will it permit a return engagement of said photoplay for lower prices in any of the cities or towns within said territory before June 1st, 1916, and that in no instance will it knowingly permit the exhibition of said photoplay unless accompanied by an orchestra of at least as many pieces as it is customary to employ in the theatre in which said photoplay is presented. Basil Company agrees to use its best efforts to have such orchestra accompany each performance of said photoplay with the music

of Briel's score for such accompaniment. Epoch Company agrees to supply such copies of such score to Basil Company as Basil Company may desire at the rate of $50 per complete score.

12. Basil Company further agrees that it will in no event permit the exhibition or projection of a defective print of said photoplay.

13. Epoch Company hereby calls the attention of Basil Company to the fact that attempts have been made at various places in the United States to prevent the exhibition of the said photoplay, and to the fact that similar attempts may be made in the territory aforesaid, or in some parts thereof. Basil Company agrees, with full knowledge of such facts, that the Epoch Company shall not be directly or indirectly responsible to Basil Company for the return of the whole or any part of said gross rental or in any other manner should the exhibition of said photoplay be prevented or interfered with in the territory aforesaid or any parts thereof.

14. Upon the expiration of this agreement, either by limitation, expiration or cancellation, Basil Company agrees to return to the Epoch Company all the prints of said motion picture photoplay received by it hereunder.

15. The Epoch Company agrees that in the event of any other person, firm or corporation exhibiting or attempting to exhibit said photoplay within the territory aforesaid in violation of the rights of Basil Company, Epoch Company will give the said Basil Company full power in the name of the Epoch Company, but at Basil Company's own cost and expense, to take any proceedings at law or otherwise to stop or prevent said unlawful exhibition, and including subrogation to all rights under any bond or contract of indemnity that Epoch Company may hold of said person, firm or

corporation wrongfully exhibiting said photoplay in said territory.

16. Each party hereto will execute any further instruments necessary to carry this agreement into effect.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

EPOCH PRODUCING CORPORATION

BY H. C. Weitzman

THE BASIL CORPORATION

BY F. Worthington Irwin

In consideration of Epoch Producing Corporation executing the annexed contract without requiring immediate delivery of the bond specified in the sixth clause thereof, I, F. Worthington Hine of Locust Valley, L.I., hereby guarantee that the Basil Corporation will fully perform all of the terms, covenants and conditions of said annexed agreement on its part to be performed and that it will within one week from date, deliver to Epoch Producing Corporation a satisfactory bond under said sixth clause of said agreement, upon consideration, however, that this guarantee shall cease and expire upon delivery of said bond.

WITNESS my hand and seal this ninth day of September, 1915.

F. Worthington Hine

(L.S.)

A

Statement of Net Earnings

August 12th to September 10, 1915.

Net Earnings as per page 1		$144,549.35
Dixon, 25% of above	$36,137.34	
Griffith, 37½% of above	54,206.01	
For Dividend Distribution	54,206.00	$144,549.35
Dixon, Earnings to date	36,137.34	
Paid on account, Aug.19th	11,696.67	
Balance due Dixon		$24,440.67
Griffith, Earnings to date	54,206.01	
Paid on account, Aug. 19th	17,545.00	
Balance due Griffith		$36,661.01

I hereby certify that the foregoing is correct in accordance with the books of the Corporation.

(Signed) John A. Gouldrup,
Accountant

Sept. 10th, 1915.

A

Statement of Net Earnings
August 12th to September 10,1915
(both dates inclusive)

INCOME

From "A" Company		$36,477.35	
B		39,519.25	
C		41,850.23	
D		18,672.15	
E		10,505.25	
F		11,524.97	
G		6,134.46	
H		4,835.60	
Total from Companies			$169,519.26
From City & State Rights:			
New England, balance		30,000.00	
Canada	40,000.		
Less refund (Ottawa)	500.	39,500.00	
Wisconsin		2,555.97	
Total from sale of Rights			72,055.97
Total Income			$241,575.23

Expense:

Administration and General Office	$14,194.66	
"A" Company	15,982.62	
B	16,779.65	
C	24,174.14	
D	5,473.75	
E	4,925.48	
F	4,607.82	
G	5,732.45	
H	5,155.31	
Total Expense		97,025.88
Total Net Earnings		$144,549.35

BE IT KNOWN that I, David W. Griffith, of the City of Los Angeles, County of Los Angeles, State of California, have made, constituted and appointed, and do hereby make, constitute and appoint H. T. Banzhaf of the City of New York, County of New York, State of New York, my true and lawful attorney for me and in my name, place and stead and in consideration of and pursuant to the terms of that certain voting trust agreement entered into between David W. Griffith and H. E. Aitken at La Junta, Colorado, to transfer the following number of shares of the capital stock of the Epoch Producing Corporation, to-wit: Forty (40)shares of the capital stock of said Epoch Producing Corporation standing in my name on the books of said corporation, and for me and in my name to sign and execute all necessary papers to that end, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present.

WITNESS my hand this 17th day of September, 1915.

David W Griffith

BE IT KNOWN that I, David W. Griffith, of the City of Los Angeles, County of Los Angeles, State of California, have made, constituted and appointed, and do hereby make, constitute and appoint H. T. Banzhaf of the City of New York, County of New York, State of New York, my true and lawful attorney for me and in my name, place and stead and in consideration of and pursuant to the terms of that certain voting trust agreement entered into between David W. Griffith and H. E. Aitken at La Junta, Colorado, to transfer the following number of shares of the capital stock of the Epoch Producing Corporation, to-wit: Twenty (20) shares of the capital stock of said Epoch Producing Corporation, standing in my name on the books of said corporation, and for me and in my name to sign and execute all necessary papers to that end, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present.

WITNESS my hand this 17th day of September, 1915.

David W. Griffith

WESTERN UNION

Form 2289 B

NIGHT LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT Main Office, 608-610 S. Spring Street, Los Angeles, Cal.

T145NY Q 65 NL

HE NEW YORK SEP 21 1915

D W GRIFFITH

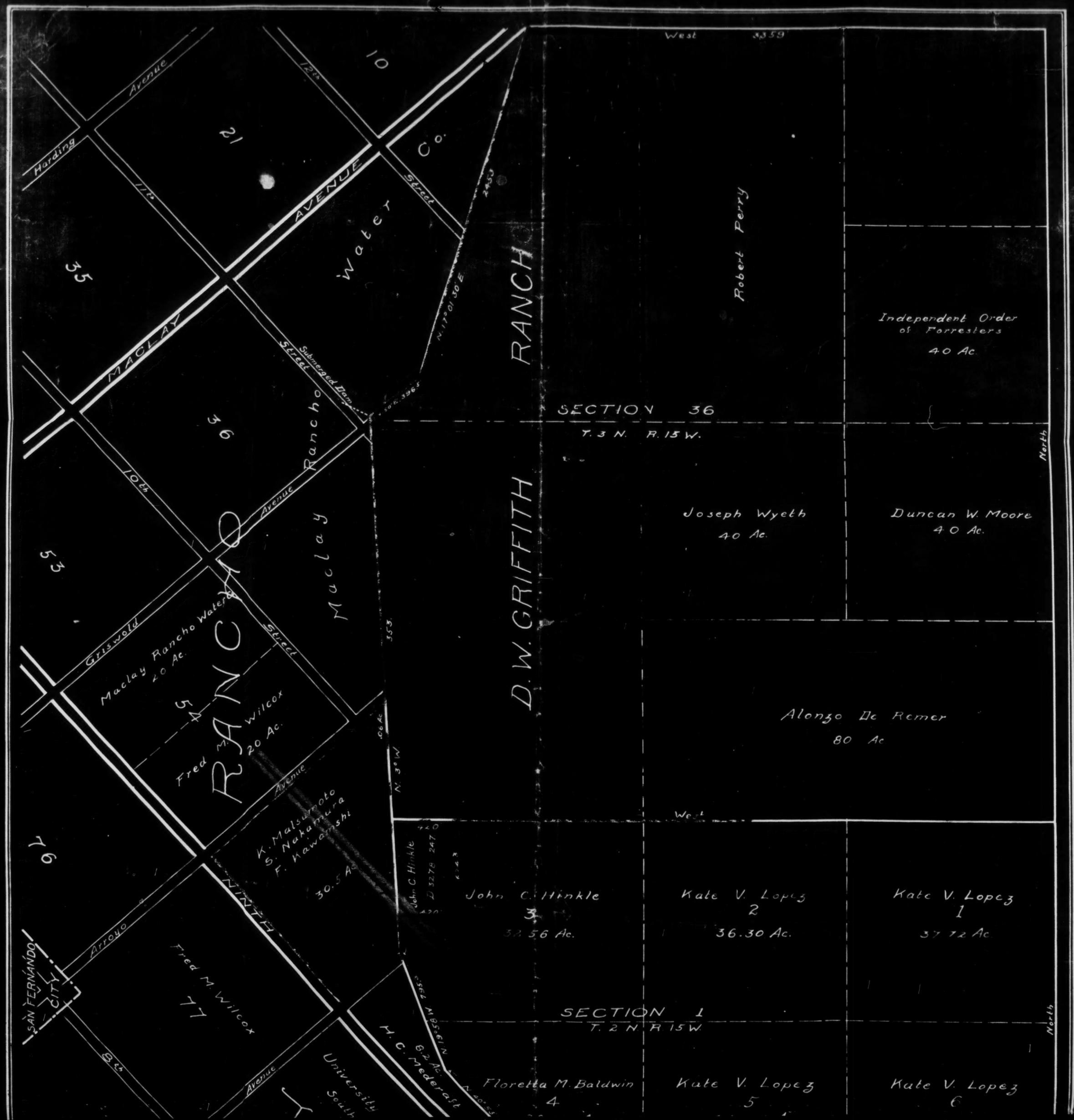
2019

HOTEL ALEXANDRIA LOSANGELES CAL

HAVE AGREED WITH BERBORNTREE ON FOLLOWING BASIS THIRTY ONE WEEKS COMPENSATION ONE HUNDRED THOUSAND ENGAGEMENT TO BEGIN NOVEMBER FIRST FOR FIFTEEN CONSECUTIVE WEEKS THEN LAY OFF FIFTEEN WEEKS AND AGAIN RESUME FOR SIXTEEN CONSECUTIVE WEEKS MORE COMPENSATION TO BE PAID IN WEEKLY INSTALLMENTS FROM BEGINNING OF ENGAGEMENT PLEASE WIRE IF THIS IS SATISFACTORY IN ORDER THAT WE MAY NOT IN TURN FORWARD CONTRACTS TO LONDON

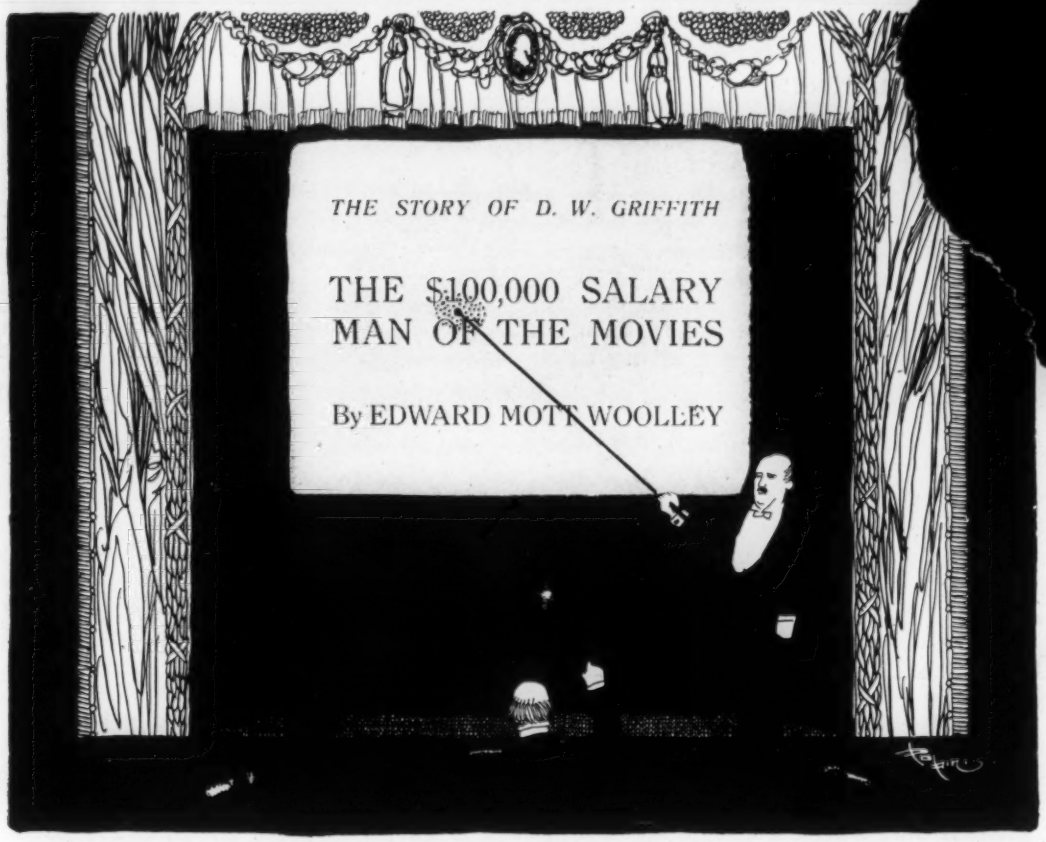
KESSEL AND BAUMANN

1140PM


Harding
Avenue
12th
10
21
11th
AVENUE
Street
Co.
Water
35
MACLAY
Submerged Dam
Street
Rancho
36
10th
Avenue
Maclay
53
Griswold
Maclay Rancho Water Co.
20 Ac.
Street
54
Fred M. Wilcox
20 Ac.
RANCHO
Avenue
K. Matsumoto
S. Nakamura
F. Hawamshi
30.5 Ac.
76
NINTH
Arroyo
SAN FERNANDO CITY
Fred M. Wilcox
77
8th
Avenue
University South
M. C. Mederaft
8.2 Ac.
D. W. GRIFFITH
RANCH
West
Robert Perry
Independent Order of Foresters
40 Ac.
SECTION 36
T. 3 N. R. 15 W.
North
Joseph Wyeth
40 Ac.
Duncan W. Moore
40 Ac.
Alonzo De Remer
80 Ac
West
John C. Hinkle
3
32.56 Ac.
Kate V. Lopez
2
36.30 Ac.
Kate V. Lopez
1
37.12 Ac.
SECTION 1
T. 2 N. R. 15 W.
North
Floretta M. Baldwin
4
Kate V. Lopez
5
Kate V. Lopez
6

PLAT
SHOWING ADJOINING PROPERTY
TO
D.W. GRIFFITH RANCH
(CARL STERNLOV, MANAGER.)
SAN FERNANDO VALLEY, CAL.
SEPT. 1915.
SCALE OF MAP = 500' TO 1".
D.W. GRIFFITH RANCH
Maclay Rancho Water Co. 20 Ac.
Fred M. Wilcox 20 Ac.
K. Matsumoto
S. Nakamura
F. Kawamshi
30.5 A
Fred M. Wilcox 77
University of Southern California 78 40 Ac.
H.C. Mederast 8.2 Ac.
John F. Mullin 79 40 Ac.
Harry C. Thomas Jr. 17.5 Ac.
Elsie B. Adams 56 40 Ac.
Fred M. Wilcox 37 36.29 Ac.
Alonzo F. Bowles 20 Ac.
Fred R. Kellogg 10 Ac.
Ladies Chapel and Conservatory Assn 10 Ac.
Consolidated Securities Co. 20 Ac. 80
Joseph Wyeth 40 Ac.
Duncan W. Moore 40 Ac.
Alonzo De Remer 80 Ac.
John C. Hinkle 3 32.56 Ac.
Kate V. Lopez 2 36.30 Ac.
Kate V. Lopez 1 37.72 Ac.
SECTION 1
T. 2 N. R. 15 W.
Floretta M. Baldwin 4 28.49 Ac.
Kate V. Lopez 5 44.34 Ac.
Kate V. Lopez 6
SAN FERNANDO CITY
NINTH
Griswold
Arroyo
Vaughn
Paxton
Fillmore
Taylor
Pierce
STATE STREET
HIGHWAY
Avenue
Street
N. 3° W.
S. 82° 30' W.
N. 40° 53' W.
N. 85° 61' W.
53
54
76
103
104
106
81
38
N

STORIES OF HUNDRED THOUSAND DOLLAR SALA



THE motion picture business is now among the very greatest of American industries. Like other great industries of this country,— like the telephone, the production of woolens, the distribution of food-stuffs,— it has its enormously salaried genius. In the business of movies the $100,000 salary man is David W. Griffith.

His story is emblematic of the motion picture industry. Six years ago Griffith escaped a fruitless tramping of the streets by securing a job as a "super" in a struggling film company. His pay was five dollars a day — if he worked; but he might work only two days in the week, or perhaps not at all. To-day he ranks with the highest paid men in America and presides over a gigantic film-producing plant in Los Angeles — and he is only thirty-five years of age.

But, in the same period, the pictures which millions of people daily see on the screens have undergone an equally revolutionary change. Six years ago, the accepted idea of a popular film was, perhaps, a policeman chasing a clown-thief down a hill until the clown fell over a barrel, into which he crawled while the policeman tumbled headlong behind. Now we have Browning's "Blot on the Escutcheon" or "Judith of Bethulia" or some great feature film costing $50,000 or more to make, with thousands spent for accessories, and acted with entirely new technical principles on a stage of a dozen square miles. To this remarkable development of the last six years no man has contributed more than Griffith.

A Motion Picture Reformer

When Griffith reached New York in 1908 he was almost penniless. He had been an actor, originally in Louisville but more lately in California. There he had been leading man for Nance O'Neil, and had played in stock companies. Then, having written a play, "A Fool and a Girl," he went to Washington to see James K. Hackett produce it. In a week this play died. So he borrowed a few dollars and

the metropolis. He wandered up Broadway until, hard pressed he walked into the office of a picture concern, the Kalem and applied to its head, Frank a job as extra man. The mo- stage was the last resort for ose days. Usually they changed before dropping so low. Grif- t; but he said something that Mr. Marion:

Motion pictures might be dignified put on a par with the spoken drama. my opinion, you've got to change your hole style of acting. At present it's only horse-play, and not true to life. Then, you don't use the right kind of stories, and your photography is rotten!"

"I'm afraid I can't use you," said Marion. "You seem to be rather visionary."

Griffith was going out, when the producer called to him: "You might try the Biograph Company, up in the Bronx."

Griffith went up there, kept still at first about his opinions of motion pictures, and got his five-dollar-a-day job.

For a few weeks he took trivial parts. But he had an opportunity to study the production of motion pictures, and his conviction grew stronger that here was a chance to do some big work. Finally he said as much to his director.

"No; we've got to have melodrama — burlesque!" the latter insisted. "What the people want is slapstick stuff, with perhaps a little magic French photography thrown in. Acting? Why, the acting doesn't make any difference, so long as the characters move, and move fast."

Griffith Produces the First Modern Photo-Play

Griffith turned his back in disgust, and came near quitting. Only his empty pockets kept him there. His need was his great opportunity. From that hour he began to develop plans, in his own mind, for building up the motion picture stage.

"Give me one chance to put on a picture myself," he begged the management.

The Biograph Company at that time was very small and very unsuccessful; but the management was broad enough to wonder if there could be any truth in the things Griffith said. "We'll give you one chance," they promised him.

His immediate superior, however, refused to let him have the regular company.

"We've got to use them," he said. "Go out on Broadway and pick up your own actors — and get 'em as crazy as you are!"

Griffith recruited his characters and put on a simple domestic drama. He tried to make his people move and look like human beings — and the picture sold well. He was given another chance, and another.

Then, one day, the head director — who had always antagonized the Griffith idea — was called away suddenly, in the midst of a pretentious production. The head of the company came out into the rehearsal-room and saw Griffith. "Go ahead and finish up this picture!" he said.

Having a free hand, the young actor from California cut out all melodramatic hysterics, and did some other revolutionary things. When the head director came back, he went into the projecting-room to see his picture. In surprise, he exclaimed:

"You've cut off all their legs! And look at their faces — so close up that I can touch them! Nobody moves any faster than people do in real life. You've ruined the whole picture, and it has cost us five hundred dollars!"

The management, however, let Griffith finish the picture, which the head director declared would be laughed off the screen. But it wasn't. It made an instant hit, and exhibitors called for more like it.

This was the first motion picture that brought the faces of the characters into such bold relief that the working of every emotion could be seen by the audience. Griffith called it the "close-up." It was also the first picture that dispensed with the lower extremities. The effect, to the audience, was like looking through a window. From that time on, Griffith was the chief figure in the production of motion pictures.

It wasn't many years before the Biograph Company was paying him a salary of $50,000. Then the Mutual Film Corporation offered him $100,000, and he took it. To-day he is producing motion pictures for that company, and, besides his salary, gets a percentage on the sales of his pictures.

The French Influence in Motion Pictures

Before Mr. Griffith's activities, the French largely controlled the manufacture of moving picture films. In those days the moving

APPRAISING A CANDIDATE for a job. Mr. Griffith is discussing with this young girl the photographic value of her beauty

s merely a diverting scientific ting simply because it moved. g hay, a moving train, a pop- utting capers, represented the rd of artistic achievement. indeed, sent over occasional contained the suggestions of hought, but they were trivial ntional in character. The art ed was the art of pantomime — d-blood emotions were unknown. were always careful to get the com- te figure, from the soles of the feet to the of the head, on the screen, with the nsequent loss in indispensable detail.

The performers were from the lowest rank of the regular profession. An actor going to rehearsal skulked shamefacedly into the studio — to do work of this kind was a professional humiliation. The audiences were made up largely of children. The theaters, when there were separate theaters, were hastily made over shoe stores or butcher shops. The men who controlled the business rarely took themselves seriously; they were simply doing their best to satisfy a passing popular whim. Like all other artistic innovators, Mr. Griffith had to fight his way against the short-sighted commercialist.

To get actors was perhaps the biggest task. Griffith demanded movements that were absolutely natural. That was the foundation on which the Griffith régime was built. All the traditions of the stage were against him, and he had to work out his theory in the face of ridicule and opposition.

The result was that he had to have fresh material without previous stage training, and he had to do the training himself.

Getting Realistic Emotional Effects

So he began taking on good-looking young men and women — often mere boys and girls. In repeated rehearsals, before the camera was set going, he taught them to be their real selves. But he soon discovered that a motion picture director must really be the whole show. He was the first director to act out and interpret the various parts for his people.

The really difficult part of this training lay not so much in acquiring the mere motions as it did in producing correct facial expressions. Griffith had cast out altogether the clown face; he required his people to depict the whole range of human feeling. And, since his "close-up" brought out the faces with stereoscopic relief, it was necessary to secure the utmost refinement of facial story-telling.

To do this, Griffith, when necessary, adopted original methods. One of his pupils, Mary Pickford, once proved difficult to handle in a certain scene where she should have shown temper.

"Register anger!" he shouted. But Mary didn't register.

At the next rehearsal he began to find fault with Owen Moore, another member of his company. Moore was a good actor — and he was engaged to Miss Pickford. It made the young actress angry to hear her fiancé criticized — and just at that moment Griffith turned quickly to his camera man, who was waiting for the signal.

"Go ahead — grind!" said the director.

The result was a perfect picture, with Mary showing true rage.

In another picture a little actress, Mae Marsh, had a part in which she met with a sudden fright. It was a difficult rôle, and Miss Marsh "fell down" repeatedly. At the next rehearsal Griffith had a man stationed in the wings with a double-barreled shotgun loaded with blank cartridges. The camera man was in on the secret, and ready. At the critical moment the gun was fired, and the actress "registered" exactly as Griffith desired.

In building a picture, the scenes are not taken consecutively, as the audience ultimately sees them. The films are nothing but patchwork, and have to be cut into pieces and reassembled in proper order. Often a scene is photographed twenty times before an acceptable picture is secured.

In developing his ideas of facial expression and bodily movements, Griffith became a close student of men and women in real life. He visited every sort of place in New York, from the morgues to the roof-gardens, taking his camera man with him and securing photographs, either motion pictures or "still" ones. Then, by comparing his drama pictures with these, he could tell how truthfully his people had depicted various emotions.

Once he secured a number of scenes — unknown to the principals — of a young man and his sweetheart sitting on a bench in Central Park. The wavering, appealing eyes, the downcast glances, the half smile and half frown, all were shown. This picture was never used publicly, but it has been duplicated in more than one reel.

In another case, coming upon a violent quarrel on the beach near Coney Island, he got some splendid pictures of men and women in excited anger, and the expressions on their faces formed models that were afterward done in a professional motion picture with amazing similarity to the original.

He was always on the watch for unwitting persons in the act of registering joy, grief, wrath, pity, and so on. Twice, in his search for types, he was shot at, and once he was attacked by a gang of thugs. On the latter occasion, Griffith and his faithful satellite, the camera man, jumped through a window and got away over a roof and down a fire-escape.

Gradually, as he began to accumulate his types and his knowledge of them, Griffith developed his "picture-editorials"—a wholly new departure both in pictures and in editorials. Some of these films are undoubtedly frank. They picture the woes and sins of the world in graphic minuteness, and the prudish are sometimes shocked. But Griffith always turns his point. Upon some such topic as "The Battle of the Sexes," he gives his audience a shadow sermon that lingers long in their minds. The slinking drug "fiends," the abandoned outcasts of humanity, the gay adventurer, the rich hypocrite — all have their lessons to tell, and Griffith stages these lessons and preaches the doctrine of love and morality. To-day the picture stage — not always, but in its higher aspects — is in some respects more powerful than the pulpit.

MARY PICKFORD, one of Griffith's discoveries, who recently gave up her rôle in "A Good Little Devil" to return to the moving picture stage

Griffith writes these stories, as he calls staging an editorial, very rapidly — because, as a rule, he doesn't do any actual writing at all. He gets his main idea, gathers his people in the studio, and, scene by scene, works out the theme. Whole dramas are often put on without a note to go by.

Once, while making a picture sermon on the brutality of prize-fighting, he employed a pugilist as one of his actors. As usual, Griffith got out in front of the camera himself in rehearsal, to show the new member of the company how to act. The fighter was not an easy pupil; he lost his temper, and made a vicious swing that caught Griffith on the jaw.

ALTHOUGH ROBERT BROWNING was counted a failure as a playwright, Griffith insists that he was the greatest motion picture writer who ever lived. Under his staging, "The Blot on the Escutcheon" and "Pippa Passes" draw packed houses

Now, Griffith is an amateur boxer, bag-puncher, and all-round athlete. He runs miles for exercise before breakfast, after making pictures all night. He takes a plunge in ice water — when he can find any — and rides a bucking broncho to tone down his muscles. He let out on that pugilist so unexpectedly that he knocked him down. The picture, after cutting out the part that showed Griffith, was realistic, especially as to facial expression. The presence of mind of the camera man, in getting the scene, was rewarded.

The Camera Man's Presence of Mind

At another time he was "writing" an editorial on drunkenness, when an intoxicated man staggered into the studio.

"Get out!" yelled somebody.

"Hold on!" exclaimed Griffith, as he stopped the camera man's arm and shut down on the picture. "Bring in that man!"

A scene was created that gave the picture a new turn, and the intoxicated man preached his own sermon on temperance.

Many of the best pictures are secured through the rapid working of the director's brain. He must see every move of every actor all the time, just as the leader of an orchestra hears the slightest discord made by any instrument. The command "Stop!" comes, very often, when the spectator sees nothing wrong. "You looked the wrong way," perhaps Griffith says to somebody. Or: "You didn't register avarice!"

Griffith's "Corner in Wheat" was probably the first motion picture that ever presented a social argument. After he conceived the idea, he set out to buy some actual wheat. In all New York there were only twelve hundred bushels of No. 2 Red — a queer commentary on grain speculation. He bought every bushel of it, and used it in picturing his "Corner," in which he showed the disasters and hardships that follow deals in imaginary grain.

This sort of stage effect had been unheard of in motion picture work before, and producers were aghast at the cost. But Griffith was only beginning to spend money. The further he developed his methods, the more money he demanded, until a single picture would sometimes cost $50,000 or more. But the company for

which he worked suddenly sprang from obscurity into opulence and began to pay tremendous dividends.

Robert Browning as a Scenario-Writer

Not the least of Griffith's achievements has been the introduction, as an author for the movies, of Browning, whom he insists is the greatest motion picture writer who has ever lived. By chance, he overheard a conversation about Browning, and at once scented a plot. Browning had been a colossal failure as a playwright in the '40's; but Griffith, after sitting up half a dozen nights to study him, staged the famous "Blot on the Escutcheon" and put the film before exhibitors. It drew packed houses.

Then Griffith delved into the mysterious Browning again. He put on "Pippa Passes," and developed a thrilling series of scenes. Then he went to Tennyson and Kingsley and Hugo and Scott and Rawlinson's "Ancient History"— and to the Bible itself. Motion picture sages said it was impossible; but Griffith — always following his own ideas, not those of other people — did it. He said to his employers:

"Give me absolute authority and freedom from interference, and all the money I need, and I'll make you the greatest picture of all."

This was "Judith of Bethulia," which was staged in the desert near Los Angeles. The stage was twelve miles square, and it took four weeks to construct the walled city of Bethulia. Eight car-loads of people were taken out there every day for two weeks for rehearsal.

Before this, Mr. Griffith had been engaged for months in searching the libraries of New York and Washington for illustrations and reference books. For a week at a stretch he spent thirteen hours a day at this task, with only a few minutes off for meals. The result was that his properties, down to minute details, were correct, so far as records made possible.

During the making of the picture it was necessary to show water at the scenes at the well. In repeated rehearsals the water ran out, for it all had to be imported into the desert.

"Send a special train for two barrels of it!" said Griffith.

Those two barrels of water cost more than eighty dollars; but Griffith would have spent

THE MOVING PICTURE DIRECTOR AT WORK
The actors are getting ready for one of Griffith's famous "close-up" pictures

eight hundred rather than mar the picture by using imaginary water. He believes always in realism, and he hews close to nature; makeshifts don't go.

In developing films, old rules and old precedents went down before Griffith like so many tenpins. There had been a well established theory that continuity was one of the first laws of film-making. It occurred to this iconoclast, however, that in old-fashioned novels it was the custom to leave the hero hanging on the brink of a precipice and to switch the story back to another group of characters. So, in the picture upon which he was then working, he broke the continuity by bringing in abruptly the doings of the villain, returning later to his hero. A loud protest went up from the producers. But the device took wonderfully with the public, and to-day the "switch-back" or "flash-back" or "cut-back," as it is variously called, is one of the standard methods of sustaining interest.

Griffith saw crudeness all through the old-fashioned motion picture. Once he was making a picture in which a young woman sat dreaming of her soldier lover, far away in war. In order to tell the audience what she was dreaming about, it was necessary to have a printed explanation thrown on the screen. This wasn't poetry, in Griffith's eyes.

"I'll create a real dream," he said.

So he and his camera man worked all night, and for many nights, until they perfected a device that brought the absent lover into the scene in a misty, ghostlike way — to fade out of the room as the girl awoke.

After that, spirits played a beautiful and ethereal rôle in motion pictures, and the "fade-out" was used in many ways that eliminated the necessity for printed interpolations on the screen. To make a picture tell its own story is high art in photo-play work.

Coming into the work, as he did, without any knowledge of photography and its allied problems, Griffith found himself stalled many times. In the most unaccountable way, grotesque pictures were often produced where the most serious effects were wanted. But Griffith soon found that other motion picture producers knew little more about it than he. It was a new and largely unexplored art. On one occasion a petite actress showed up in the finished picture as a giantess. At another time, when a fond lover was embracing his sweetheart, his arm looked like the trunk of an elephant.

Gradually Griffith evolved principles of position, make-up, and lighting, and made many curious discoveries that advanced the art. He found it possible to make up short and slight actors so that they looked statuesque on the screen.

To-day he takes a young man of the student type, usually, to play the part of a big, bestial bully. This merely illustrates the sort of problems that have been worked out in making the motion picture stage what it is to-day; indeed, the matter of make-up for motion pictures has become a science in itself.

The "Close-Up" Griffith's Greatest Discovery

No history of the motion picture business can ever be written which does not include Griffith as one of its great names. His contributions to this newest form of popular appeal are many and far-reaching. But by far the most vital of his contributions has been the "close-up"— the discovery that it was a fundamental mistake to attempt to get the whole figure into the picture. As a result of this one contribution from Griffith, the photo actor has a wider range in describing his emotions with his facial muscles than any actor on the legitimate stage ever had.

For six years Griffith's conception of picture possibilities has been steadily expanding, and the end of those possibilities, to his mind, is not yet in sight. He began when insignificant pantomimes were termed wonderful — a dozen scenes and a blinding flicker of light. Recently he produced a picture of seven hundred scenes and seven thousand feet of film! In the early days he discovered an actress who earned in motion pictures fifteen dollars a week; the selfsame actress now receives five hundred dollars a week. He came across a dry-goods clerk who was out of a job; the same man now draws, as an actor for Griffith, eight hundred dollars a week. With Griffith at only thirty-five years of age, it may well be that, before he abandons work, the present day in motion pictures may come to seem as medieval as the feeble beginnings of six years ago appear now.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WESTERN UNION

Form 2

RECEIVERS NO.	TIME FILED	CHECK

TELEGRAM

THEO. N. VAIL, PRESIDENT

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to

New York City, N.Y. 10/18/15 191

To D. W. Griffith:

Sorry you have been worried Money delayed on account of final settlement between Underwriting Syndicate and Triangle Same will likely be finished in next day or two We are sending more money to-day and will probably send balance in next day or two About Eighty thousand in contracts have been signed with Triangle at wonderful prices with prospects of additional contracts being signed dailey with very kindest regards.

H. E. Aitken

D. W. GRIFFITH COLL. OF MODERN ART FILM LIBRARY

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } S.S.

ON THIS 20th DAY OF October 1915 BEFORE ME,

Geo: M Smith A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED K Matsumoto & Yei Matsumoto his wife & S Nakamura & T Kawanishi & Kaneko Kawanishi his wife

KNOWN TO ME TO BE THE PERSON S WHOSE NAME S are SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT they EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

Geo: M Smith

NOTARY PUBLIC IN AND FOR THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

Recd Fee

GRANT DEED

INDIVIDUAL

K. MATSUMOTO ET AL

TO

DAVID W. GRIFFITH

DATED October 20, 1915

Title Insurance and Trust Company

TITLE INSURANCE BUILDING

LOS ANGELES, CALIFORNIA

ORDER

WHEN RECORDED PLEASE MAIL THIS DEED

TO DAVID W. GRIFFITH,

Recd 11/6 Chas Fox Cal

RECORDED AT REQUEST OF
Title Insurance & Tr. Co.
NOV 4 1915
At 8:30 A.M.
in Book 6091 Page 195
of D.E.E.D.S
Records Los Angeles Co., Cal.
S. L. LOGAN, COUNTY RECORDER
By ..... DEPUTY
Fee $ "13

104

AMERICAN BANK NOTE COMPANY, NEW YORK.

GRANT DEED

K. MATSUMOTO and YEI MATSUMOTO, his wife; S. NAKAMURA, a single man; T. KAWANISHI and KANEKO KAWANISHI, his wife, *

IN CONSIDERATION OF ********** Ten ($10.00) ********** DOLLARS

TO them IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY

GRANT TO DAVID W. GRIFFITH, of the City of New York, County of New York, State of New York, **********

ALL THAT REAL PROPERTY SITUATED IN THE

COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

That portion of Maclay Rancho Ex-Mission of San Fernando, as per Map recorded in Book 37, Page 5 et seq., Miscellaneous Records of said County, described as follows:

A tract of land bounded on the North West by Arroyo Avenue, on the South West by Ninth Street, on the South East by Vaughn Avenue, and on the East by the Ranch line.

SUBJECT to the right as granted to R. J. Widney by deed recorded in Book 1043, Page 96, of Deeds, Records of said County, to lay and repair pipes in the streets and avenues of Maclay Rancho and the right to enter any lands in Pacoima Creek or Wash, lying North and East of the Southern Pacific Railroad track, with the right to use materials therefrom for construction of dams, reservoirs, etc.

TO HAVE AND TO HOLD TO THE SAID GRANTEE, his HEIRS OR ASSIGNS subject to the matters above shown.

WITNESS their HANDS THIS 20th DAY OF October, 1915

Witness
[illegible]

K. Matsumoto
Yei Matsumoto
S. Nakamura
T. Kawanishi
Kaneko Kawanishi

AMERICAN BANK NOTE COMPANY, NEW YORK.

A

LIST OF STOCKHOLDERS
-of the-
EPOCH PRODUCING CORPORATION

---oOo---

STOCKHOLDERS	NUMBER OF SHARES	PAR VALUE	TENTH DIVIDEND (30%)
H. E. AITKEN	385	$38,500	$11,550.
ROY AITKEN	197	19,700	5,910.
W. H. Clune	150	15,000	4,500.
GOLDSTEIN COMPANY, INC.	62	6,200	1,860.
L. HAMPTON	50	5,000	1,500.
MAE B. RANGER (see note)	50	5,000	1,500.
R. J. HUNTINGTON	10	1,000	300.
O. WIMPENNY	30	3,000	900.
S. GOLDSTEIN	10	1,000	300.
J. HARRISON	10	1,000	300.
MAJESTIC MOTION PICTURE CO.	24	2,400	720.
D. W. GRIFFITH	60	6,000	1,800.
E. J.BANZHAF	50	5,000	1,500.
A. H. T. BANZHAF	3	300	90.
J. A. BARRY	7	700	210.
W. N. SELIGSBERG	2	200	60.
	1100	$110,000	$33,000.

Mae B. Ranger dividend check not drawn owing to present non-acceptance of stock of $5,000.

I, Albert H. T. Banzhaf, Treasuer of the Epoch Producing Corporation, do hereby certify that the foregoing is a true statement of the stockholders and amounts of stock, par value, and amount of dividend paid to each holder as shown by the books of the Epoch Producing Corporation.
Dated, October 1915.

_____
Treasurer

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

NO. OCTOBER TERM, 1915.

IN THE

Court of Common Pleas

OF ALLEGHENY COUNTY, PA.

SITTING IN EQUITY.

Between

NIXON THEATRE COMPANY, Plaintiff,

and

JOSEPH G. ARMSTRONG, Mayor of the City of Pittsburgh, W. N. MATTHEWS, Superintendent of Police of the City of Pittsburgh, and the CITY OF PITTSBURGH, Defendants.

BILL OF COMPLAINT.

To Joseph G. Armstrong, Mayor of the City of Pittsburgh, W. N. Matthews, Superintendent of Police of the City of Pittsburgh, and the City of Pittsburgh, the within named Defendants:

You are hereby notified and required within fifteen (15) days after service hereof upon you to cause an appearance to be entered for you in the Court of Common Pleas of Allegheny County, Pa., and to file your answer within thirty (30) days to the within Bill of Complaint of the within named Nixon Theatre Company, Plaintiff, and to observe what the said Court shall direct.

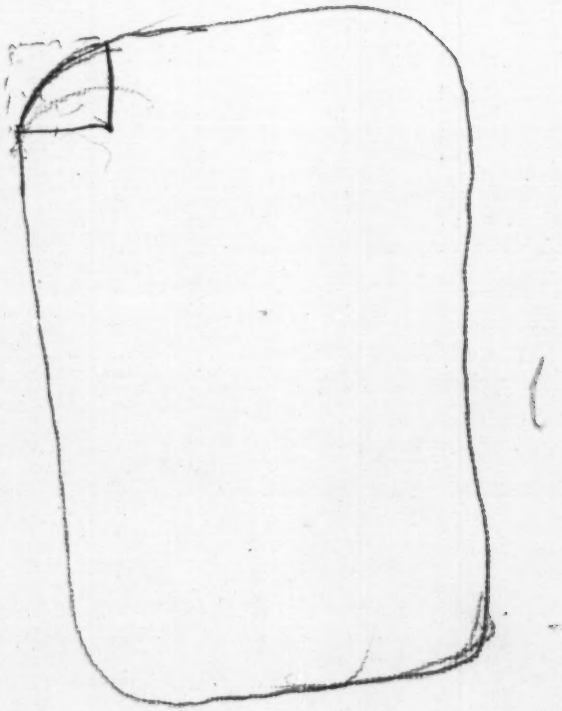
You are also notified that if you fail to comply with the above directions by not entering an appearance in the Prothonotary's Office within fifteen (15) days, and by not filing your answer within thirty (30) days, you will be liable to have the Bill of Complaint taken pro confesso and a decree made against you in your absence.

Witness our hands at Pittsburgh, Pa., this..... day of August, A. D. 1915.

REED, SMITH, SHAW & BEAL,
Solicitors for Plaintiff.

1027 Carnegie Building,
Pittsburgh, Pa.

Smith Bros. Co. Inc., Franklin Print, 407-9 Grant St.



IN THE

Court of Common Pleas

OF ALLEGHENY COUNTY, PA.

SITTING IN EQUITY.

No. **OCTOBER TERM, 1915**

Between

NIXON THEATRE COMPANY, Plaintiff,

and

JOSEPH G. ARMSTRONG, Mayor of the City of Pittsburgh, W. N. MATTHEWS, Superintendent of Police of the City of Pittsburgh, and the CITY OF PITTSBURGH,

Defendants.

Bill of Complaint.

To the Honorable, the Judges of said Court:

Your Orator complains and says:

FIRST. The Nixon Theatre Company is a corporation duly organized under the laws of the Commonwealth of Pennsylvania, authorized under its charter to own, conduct and operate theatres and like places of public entertainment, and is the lessee of a certain

building known as the Nixon Theatre, situate on Sixth Avenue, in the City of Pittsburgh, Pennsylvania, where it has for many years conducted its business of producing dramatic, musical and other performances, inviting the public to attend the same, charging and receiving from the public a sum or price for admission thereto; that the said Nixon Theatre is a duly licensed place of amusement under the laws of the Commonwealth of Pennsylvania and the ordinances of the City of Pittsburgh.

SECOND. That your Orator has entered into a contract with the Epoch Producing Corporation, a corporation of the State of New York, owning and controlling the property of a certain photoplay or motion picture drama, known as "The Birth of a Nation," for the production of the said photoplay by your Orator at its theatre in the City of Pittsburgh, on the first day of September, 1915, and for a period of six weeks thereafter. That your Orator has advertised the giving of the play on said date, and incurred large expense in the preparation for its production.

THIRD. That on the 25th day of August, 1915, Joseph G. Armstrong, Mayor of the City of Pittsburgh, through W. N. Matthews, Superintendent of Police of the City of Pittsburgh, notified your Orator, through Thomas F. Kirk, Jr., the manager of your Orator's theatre, that the production of the photoplay known as "The Birth of a Nation" would not be permitted. A copy of said notice is hereto attached, marked Exhibit "A."

FOURTH. That the photoplay entitled "The Birth of a Nation," which your Orator proposes to exhibit at the Nixon Theatre, has been submitted to the Pennsylvania State Board of Censors for examination and censorship; that the State Board of Censors has approved said play as moral in character and proper for public presentation. A copy of the certificate of the Pennsylvania State Board of Censors is hereto attached, marked Exhibit "B."

FIFTH. Your Orator further avers that said play has been duly copyrighted and registered under the laws of the United States of America; that it has been passed by the National Board of Censors of motion picture productions as proper for exhibition; that it has been approved in the past by the Board of Censors of the Cities of Boston, Chicago and other cities in various parts of the United States; that said play has been and is still being displayed to thousands of people in various cities throughout the country, and at the present time is being shown at the Liberty Theatre in the City of New York, where it has been shown continuously since March 3, 1915; and also at the Brighton Beach Music Hall, Brooklyn, State of New York; that for the past twenty weeks it has been shown in the City of Boston, Massachusetts; and for four months last past in the City of Chicago, Illinois; for sixteen weeks last past in the City of San Francisco, California; and for seventeen weeks last past in the City of Los Angeles of said State of California; for six weeks last past in the City of Milwaukee, State of Wisconsin; and is also being exhibited at the present time in the cities of Spokane and

Seattle, in the State of Washington. That no disorder has anywhere ever accompanied the production of said play.

SIXTH. That said photoplay has been made at a cost far exceeding One hundred thousand ($100,000.00) dollars, in which fully 18,000 persons were employed and 3,000 horses were used, and occupied in the making nearly one year; that said picture or play faithfully represents and reproduces the manners, life and events belonging to certain interesting and important epochs in American history, and is in character and tone, highly educational, moral and instructive, as well as emotional; that said play in nowise engenders or tends to excite racial or religious prejudices or animosities, but on the contrary is clean, wholesome and elevating in tone and sentiment.

SEVENTH. That the Nixon Theatre, as conducted by your Orator is and always has been a high class place of amusement and entertainment, and is and always has been conducted in a quiet and orderly manner; its patrons are of the highest class of residents and visitors, and order and decorum is strictly maintained, and no disturbance of any kind has ever arisen therein or thereabout; that your Orator has expended large sums of money in the preparation for the production of said photoplay at said theatre and advertising the same; that the threatened action of the Mayor of the City of Pittsburgh and the Superintendent of Police of the City of Pittsburgh is arbitrary and without just and lawful cause, and if carried out will deprive your Orator of property without authority of law.

WHEREFORE, Your Orator, showing that it needs equitable relief, prays your Honorable Court:

1. That Joseph G. Armstrong, Mayor of the City of Pittsburgh, W. N. Matthews, Superintendent of Police of the City of Pittsburgh, and the City of Pittsburgh, its agents and employees, be restrained by temporary injunction, to be made final upon hearing, from interfering with your Orator in the production of the said photoplay.

2. Such further relief as your Honorable Court may deem meet and the exigencies of the case may require.

And they will ever pray, etc.,

NIXON THEATRE COMPANY,

By.....

REED, SMITH, SHAW & BEAL,
Solicitors for Plaintiff.

State of Pennsylvania,
County of Allegheny, } *ss*:

Before me the undersigned authority personally appeared Thomas F. Kirk, Jr., who, being duly sworn according to law, deposes and says that he is manager for the Nixon Theater Company, the plaintiff above named, and that the averments contained in the foregoing Bill of Complaint are true.

.....

Sworn and subscribed before me this day of August, A. D. 1915.

.....

EXHIBIT "A."

Pittsburgh, Pa., Aug. 25/15.

Mr. Thomas Kirk, Jr.
Mgr., Nixon Theater,
Pittsburgh, Pa.

Dear Sir:

Honorable Joseph G. Armstrong, Mayor of the City of Pittsburgh, Pa., commands me to notify you, as the official head of the Nixon Theater, Pittsburgh, Pa., that the advertised motion picture, known as the "Birth of a Nation" will not be permitted to be shown in your Theater or any other place in the City of Pittsburgh.

Kindly make your arrangements accordingly.

Most respectfully,

(Signed) W. N. MATTHEWS,
Superintendent of Police.

WNM fls

EXHIBIT "B."

PENNSYLVANIA STATE BOARD OF CENSORS
CERTIFICATE OF CENSORSHIP 6028
APPROVED.

This Is to Certify that J. J. McCarthy of Philadelphia has submitted to the Pennsylvania State Board of Censors for examination and censorship a motion picture film entitled Birth of a Nation, consisting of 12 reels, each in length 1,000 lineal feet, to be exhibited and displayed in the State of Pennsylvania; and that there has been deposited therewith a fee of $2.50. Each Total $30.00.

This further certifies that in the judgment and discretion of the said Board of Censors said film is of a moral, and proper character and is therefore approved by the board.

Description of film: Maker D. W. Griffith; Maker's Number Done at Harrisburg, Pa., this 17th day of February, 1915.

THE PENNA. STATE BOARD OF CENSORS,

J. LOUIS BREITINGER,

Chief.

MRS. E. C. NIVER,

Asst.

The Board reserves the right to revoke this certificate.

TELEPHONE: ~~[illegible]~~ 3000 Bryant.

JOHN A. GOULDRUP
1472 ~~[illegible]~~ BROADWAY
NEW YORK

Novemeber 1st, 1915.

Mr. Albert H. T. Banzhaf, Treasurer,

David W. Griffith Corporation,

2 Rector Street, New York City.

Dear sir;

This is to inform you that the books of account of the David W. Griffith Corporation have been opened and written up to date. Herewith you will find a transcript of the records of Nov. 1st.

The cash on hand amounts to $3259.03. This balance is verified by the Equitable Trust Co. whose statement is on file with canceled vouchers.

The system adopted in opening the books provides for the ready finding of

(a) The sources of income by states or territories covered by contracts;
(b) Division of income showing receipts from films and from heralds and posters;
(c) Cost of heralds and posters with income from their sale showing net profit or net loss therefrom.

One purpose of the plan is that you may have record of receipts from those who are under contract with you in stipulated territory on a percentage basis.

The report furnished by the Majestic Motion Picture Co. of the money received by it was not made in sufficient detail. If I am correct in assuming that certain of the prints of "Avenging Conscience" were sold outright, an adjustment should be made by which the Production & Properties account would be reduced. This is important.

Herewith find my bill for services and for the books of account which I purchased as per vouchers attached.

Yours truly,

John A. Gouldrup.

STATEMENT - Nov.1, 1915.

Cash on hand			3259.03	
Production, (see letter)			26434.30	
Licenses and Goodwill			10000.00	
Capital Stock				10000.00
Income;				
State Rights,	Calif. &mAriz.	3500.00		
	Illinois	4500.00		
	Dak., etc.	1000.00		
	Ohio, etc.	1659.60		
	Oregon, etc.	1800.00		
	Texas	2250.00		
	Penn. & New Jersey	5300.00		
	Colo., etc.	998.14		21007.74
Films,	Mutual Film Corp.	2357.25		
	Western Import Co.	1182.58		
	Calif. & Ariz.	358.50		
	Wisconsin, etc.	2844.78		
	Ohio, etc.	481.50		
	Oregon, etc.	298.75		
	Texas	303.00		
	Illinois	31.85		
	N. Y. & New England	1433.26		
	Alabama, etc.	859.50		10150.97
Heralds & Posters,				
	Calif. & Ariz.	530.80		
	Wisconsin, etc.	501.25		
	Dak., etc.	129.11		
	Ohio, etc.	308.25		
	Oregon, etc.	114.40		
	Texas	308.75		
	Penn. & N. J.	477.82		
	Illinois	541.56		
	Colo., etc.	56.75		
	N.Y.& New England	7.03		
	Alabama, etc.	70.60		3046.32
Heralds & Posters, cost to date			3567.19	
General Expense			944.51	
			$44205.03	$44205.03

CABLE ADDRESS "TITLE TRUST"

Title Insurance and Trust Company

INCORPORATED DECEMBER 20TH 1893.

CAPITAL AND SURPLUS $1,250,000.

TITLE INSURANCE BUILDING

DIRECTORS:
WM. H. ALLEN, JR. PRESIDENT. M. S. HELLMAN, VICE PRESIDENT.
O. P. CLARK, SEC'Y & TREAS. O. F. BRANT, MANAGER.
W. H. CASWELL. DR. C. B. JONES.
WM. R. STAATS. WM. H. BURNHAM.
H. W. O'MELVENY. H. M. ROBINSON.
I. N. VAN NUYS.

LAW DEPARTMENT.
L. C. GATES. W. S. ALLEN.
H. W. O'MELVENY. J. H. PHILLIPS.
D. O. ANDERSON.

LOS ANGELES, CAL.

13/898 **Guarantee** 354035

Made at the request of K. Matsumoto, S. Nakamura, T. Kawanishi and Fred M. Wilcox.

After a careful examination of the Official Records of the ..... County of Los Angeles, State of California, except those hereinafter mentioned, and of the records of the Federal Offices located at Los Angeles, in relation to the record title to that certain tract of land hereinafter described, the

Title Insurance and Trust Company

hereby **Guarantees** that said title, as appears from said records, is vested in

K. MATSUMOTO, S. NAKAMURA and T. KAWANISHI.

FREE FROM ALL INCUMBRANCES.

EXCEPT 1st. The right as granted to R. J. Widney by deed recorded in Book 1043 Page 96 of Deeds, to lay and repair pipes in the streets and avenues of Maclay Rancho and the right to enter any lands in Pacoima Creek or Wash lying North and East of the Southern Pacific Railroad track, with the right to use materials therefrom for construction of dams, reservoirs, etc.

2nd. A mortgage executed by K. Matsumoto and Yei Matsumoto, his wife, S. Nakamura, a single man, and T. Kawanishi, a single man, to secure ten notes (and any renewals thereof) nine of which are for Three Hundred Dollars ($300.00) each, and one for Three Hundred Ninety-six Dollars ($396.00) dated December 11th 1912, all

payable "on or before" June 11th 1913, December 11th 1913, June 11th 1914, December 11th 1914, June 11th 1915, December 11th 1915, June 11th 1916, December 11th 1916, June 11th 1917 and December 11th 1917, respectively, with interest from maturity at eight per cent per annum, payable quarterly, in favor of Fred M. Wilcox, filed for record December 26th 1912.

DESCRIPTION.

That portion of Maclay Rancho Ex-Mission of San Fernando, in the County of Los Angeles, State of California, as per map recorded in Book 37 Page 5 et seq., Miscellaneous Records of said County, described as follows:

A tract of land bounded on the North West by Arroyo Avenue, on the South West by Ninth Street, on the South East by Vaughn Avenue, and on the East by the Ranch line.

This Guarantee does not include an examination of, or a report on:

1. Exceptions and rights reserved in United States Patents, or in the certification of indemnity land selections, existing roads, water locations, mining claims, or matters relating thereto.

2. Records of or relating to Boulevard, Drainage, Fire Protection, Irrigation, Levee, Library, Lighting, Overflow, Protection, Reclamation, Road, Road Improvement, Sanitary, Storm Water or Union High School Library Districts, Highway Construction or Permanent Road Divisions, if the property described herein lies within the boundaries of any such district or division.

3. Municipal taxes and assessments and the effect and operation of municipal laws, ordinances and regulations, proceedings for street, street lighting, sewer, shade tree, sidewalk, park and playground improvements, and for opening, widening and other changes in streets or alleys, if the property described herein lies within the boundaries of any incorporated city except the City of Los Angeles.

4. Proceedings and assessments by the County of Los Angeles or any city therein, except the City of Los Angeles, for the improvement of, or sewers in, any street, avenue, lane, alley, court or place forming the exterior boundary of a city.

5. Proceedings by the City of Los Angeles for street, street lighting, sewer, shade tree, sidewalk, park and playground improvements, and for opening, widening and other changes in streets or alleys in said city, or forming an exterior boundary thereof, unless the amount of assessment therefor has become fixed and shown as a lien prior to the date hereof, by the recording of the warrant in the public office designated by law.

6. Instruments, trusts, defects, liens, easements, incumbrances, and rights or claims of parties in possession of all or any portion of said property, not shown by any official record of the City of Los Angeles, or of the County of Los Angeles, or by the records of the Federal Offices located at Los Angeles.

7. The validity or legality of tax sales, public assessments, attachments, leases, easements, declarations of homestead and money judgments if any are mentioned in this Guarantee.

IN TESTIMONY WHEREOF, the Title Insurance and Trust Company has caused these presents to be duly signed by its President, attested by its Assistant Secretary, under its corporate seal, and countersigned by its Manager, this Twenty-sixth day of December 1912 at 9 A.M.

TITLE INSURANCE AND TRUST COMPANY.

700/962

Countersigned
354035
-3-

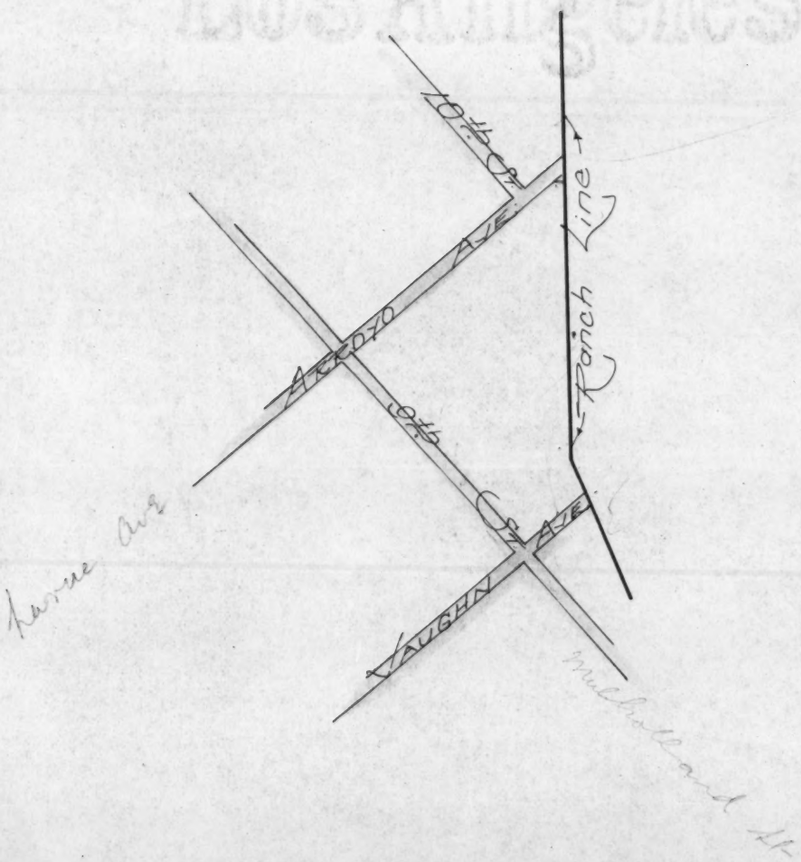
By William H. Allen Jr.
President.

O. T. Brant
Manager.

Attest M. B. Brown
Assistant Secretary.

P L A T

Showing a portion of The Maclay Rancho Ex-Mission of San Fernando as per map recorded in Book 37, Page 5 of Miscellaneous Records of Los Angeles. California.



Title Insurance and Trust Company

INCORPORATED DECEMBER 20TH 1893.

CAPITAL AND SURPLUS $1,250,000.

TITLE INSURANCE BUILDING

DIRECTORS:
WM. H. ALLEN, JR. PRESIDENT. M. S. HELLMAN, VICE PRESIDENT.
O. P. CLARK, SEC'Y & TREAS. O. F. BRANT, MANAGER.
W. M. CASWELL. DR. C. B. JONES.
WM. R. STAATS. WM. H. BURNHAM.
H. W. O'MELVENY. H. M. ROBINSON.
I. N. VAN NUYS.

LAW DEPARTMENT.
L. C. GATES. W. S. ALLEN.
H. W. O'MELVENY. J. H. PHILLIPS.
D. O. ANDERSON.

LOS ANGELES, CAL.

CABLE ADDRESS "TITLE TRUST"

13/898 418652

Continuation Guarantee

Made at the request of David W. Griffith

(Any Incumbrance shown in the preceding Guarantee, and not mentioned in this continuation, has been satisfied of record.)

After a careful examination of the Official Records of the City of Los Angeles and of the County of Los Angeles, State of California, except those hereinafter mentioned, and of the records of the Federal Offices located at Los Angeles, that are of date subsequent to the 26th day of December 1912 at 9 A. M. in relation to the record title to that certain tract of land hereinafter described, in continuance of a Guarantee made by the Title Insurance and Trust Company, of the above date, the

Title Insurance and Trust Company

hereby **Guarantees** that said title, as appears from said records subsequent to said date, is vested in

DAVID W. GRIFFITH.

FREE FROM ALL INCUMBRANCES.

EXCEPT 1st. The right as granted to R. J. Widney by deed recorded in Book 1043 Page 96 of Deeds, to lay and repair pipes in the streets and avenues of Maclay Rancho and the right to enter any lands in Pacoima Creek or Wash lying North and East of the Southern Pacific Railroad track, with the right to use materials

therefrom for construction of dams, reservoirs, etc.

2nd. Right to construct, use, occupy, maintain and replace steel towers with necessary foundations, cross-arms and appurtenances for the purpose of supporting wires and cables for the transmission of electric currents, such towers to be two in number and the center location point of each of said towers to be as now staked on said land at the following described points; forty-one (41) feet on each side of the hereinafter described center line and distant on the East tower line ninety (90) feet, more or less, and on the West tower line two hundred forty (240) feet, more or less, South Easterly from the North Westerly line of said premises together with the right to construct, and maintain wires and cables for the transmission of electric currents over the lands owned by said grantor throughout the space between such towers and between such towers and other towers to be located on property adjacent to that owned by said grantor, the space to be occupied by such wires to be not less than twenty-five (25) feet above the ground at any point and seventy-five (75) feet on each side of a center line described as follows: Beginning at a point on the South Easterly line of Arroyo Avenue six hundred thirty (630) feet from the North Easterly line of Ninth Street; thence

South forty-one degrees (41°) twenty-one minutes (21') East eleven hundred twenty-three and six tenths (1123.6) feet to a point on the Angeles National Forest Reserve boundary, said point being North three degrees (3°) West one hundred ninety-nine and four tenths (199.4) feet from the U.S.F.R. boundary corner No. 141, being an easement over a strip one hundred fifty (150) feet in width South Easterly across said premises, together with such of the above rights as the grantors may have in Arroyo Avenue, with free access at all times of said grantee to said tower, wires, cables and appurtenances for the purpose of maintaining, repairing, operating and replacing same, as granted by K. Matsumoto et al, to Pacific Light and Power Corporation, a corporation, by deed recorded in Book 5460 Page 185 of Deeds, Records of said County.

DESCRIPTION.

That portion of Maclay Rancho Ex-Mission of San Fernando, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 37 Page 5 et seq., Miscellaneous Records of said County, described as follows:

A tract of land bounded on the North West by Arroyo Avenue, on the South West by Ninth Street, on the South East by Vaughn Avenue, and on the East by the Ranch line.

This guarantee does not include an examination of, or a report on:

1. Adverse and possessory claims or rights not shown by the Official Records hereinbefore mentioned.

2. Proceedings for municipal or district improvements involving local or special assessments unless the amount of assessment therefore has become a lien of record in the manner provided by law.

3. Proceedings and assessments by any City, other than Los Angeles, for the improvement of, or sewers in, any street or public place, forming an exterior boundary of Los Angeles City.

4. The validity of any tax sales, public assessments, attachments, leases, easements, declarations of hometead or money judgment mentioned in this Guarantee.

IN TESTIMONY WHEREOF, the Title Insurance and Trust Company has caused these presents to be duly signed by it President, attested by its Assistant Secretary, under its corporate seal, and countersigned by its Manager, this Fourth day of November 1915 at 8:30 A. M.

TITLE INSURANCE AND TRUST COMPANY,

1040/312

Countersigned

418652

-4-

By William H Allen Jr

President.

O. F. Brauch

Manager.

Attest. N. B. Bonn

Assistant Secretary.

A

Statement of Net Earnings,
October 1st to November 5th, 1915.
(both dates included.)

INCOME:

From "A" Company	45,902.05	
B	28,296.95	
C	59,390.00	
D	6,129.25	
E	26,472.50	
F	34,722.11	
G	16,465.04	
H	36,781.50	254,159.40
Rights:		
Western		100,000.00
Canadian (commission)		47.30
Wisconsin		15546.25
Total Income		$355,752.95

EXPENSE:

Administration and general office	18,946.59	
"A" COMpany	33,658.96	
B	10,932.32	
C	39,689.22	
D	6,750.95	
E	9,965.14	
F	13,038.48	
G	6,925.17	
H	10,074.68	
I	1,000.00	150,981.51
Net Earnings		$204,771.44

Dixon, 25% of above	51,192.86	
Griffith, 37½% of above	76,789.29	
For stock dividends	76,789.29	$204,771.44

Dixon's Earnings	7		51,192.86	
Paid on a/c Oct.	8	25,000.00		
Pd 11/6 8000.- "	29	15,000.00	40,000.00	
Due Dixon Nov. 5th				11,192.86
Griffith's Earnings			76,789.29	
Paid on a/c Oct.	7	37,500.		
Pd 11/6 12,000.- "	29	22,500.	60,000.00	
Due Griffith Nov. 5th				16,789.29
Earnings for stock distribution			76,789.29	
Dividend #10, Oct	7	33,000.		
" 11, "	29	22,000	55,000.00	
Due stock Nov. 5th				21,789.29
			Total	$49,771.44

Liquid assets:	
Cash	13,276.74
Loans and advances	23,400.00
Accounts receivable	11,217.46
	$47,894.20

Gouedrup

7-12-15-120,000
42 C. T.

When Completed MAIL to State Tax Department Albany, N. Y.

As Treasurer of the DAVID W. GRIFFITH CORPORATION Company

I make the following report of such Company for the year ending October 31, 1915, pursuant to the provisions of **Section 182,** Chapter 60 of Consolidated Laws:

(1) The last preceding report made by this Company to the Comptroller of the State of New York under the provisions of the above acts was for the year ending October 31, 1914

(2) Organized December 31st, 1913, under the laws of New York

(3) This Company began business in the State of New York on December 31st 1913

(4) Authorized capital stock of Company $ 10,000.00

(5) Number of shares of stock *authorized* { Common 100 / Preferred None

(6) Number of shares of stock *issued* { Common 100 / Preferred None

(7) *Par value* of each share { Common $ 100. / Preferred $ None

(8) Amount paid into Treasury of Company on each share { Common $ 10,000. / Preferred $ None

(9) Amount of Capital stock issued for cash or property except as in (10) $ None

(10) Amount of Capital stock issued for good will, copyrights, brands, patents, trade-marks, formulæ, services, etc., other than cash or property as in (9) $ 10,000.

Dividends made or declared during year ending October 31, 1915

(11) Amount of **common stock** on which dividends were declared $ None

(12) Amount and date of each dividend on **common stock** None

(13) Rate per cent per annum of dividends on **common stock** None

(14) Amount of **preferred stock** on which dividends were declared $ None

(15) Amount and date of each dividend on **preferred stock** None

(16) Rate per cent per annum of dividends on **preferred stock** None

(17) Nature of **business** in State of New York and **how transacted**

Release and sale of motion pictures

(18) (*a*) **Place, street** and **number** where such business is conducted

2 Rector Street, New York

(*b*) **Where will mail reach the Company?** 2 Rector Street, New York
(Place, street and number)

(19) Where is your "principal office," as shown by your articles of incorporation, located? 2 Rector St.

(20) On what amount, **other than real estate,** was the corporation last assessed at the place where its "principal office" was located? $ None

(21) Give the exact location where **this corporation** maintained any store, warehouse or factory outside the State of New York

None

(22) Highest **bona fide price** at which stock sold during the year ending October 31, 1915 { Preferred $ None / Common $ None

(23) Lowest **bona fide price** at which stock sold during year ending October 31, 1915 { Preferred $ None / Common $ None

Both FOREIGN and DOMESTIC corporations must answer paragraphs 24-37 inclusive. Any property indicated in § 10 of this report must not be included below.

IN NEW YORK STATE

(24) Average value of **stock in trade** carried during the year ending October 31, 1915 $ None

(25) Average monthly **bank and cash balance** employed during the year ending October 31, 1915 $ 815.32

(26)† Average value of **bills and accounts receivable** during the year ending October 31, 1915 $ None

(27)* Average cash value of **shares of stocks** of other corporations doing business in the State of New York and owned by this Company during the year ending October 31, 1915 $ None

(28) Average value of bonds, loans on call and other financial securities held, used or employed in New York during the year ending October 31, 1915 $ None

(29) Average value of all personal property other than heretofore mentioned during the year ending October 31, 1915 $ None

(30) Average **gross actual value of real estate** located in the State of New York and owned by this Company during the year ending October 31, 1915 $ None

(30a) Assessed value of above real estate $ None

Location

Location

Location

Location

OUTSIDE NEW YORK STATE

(31) Average value of **stock in trade** carried during the year ending October 31, 1915 $ 2384.83

(32) Average monthly **bank and cash balance** employed during the year ending October 31, 1915 $ None

(33)† Average value of **bills and accounts receivable** during the year ending October 31, 1915 $ None

(34)* Average cash value of **shares of stocks** of other corporations owned by this corporation where such corporations are doing business wholly without the State of New York $ None

(35) Average value of bonds, loans on call and other financial securities held, used or employed outside the State of New York during the year ending October 31, 1915 $ None

(36) Average value of personal property, other than heretofore mentioned during the year ending October 31, 1915 $ None

(37) Average **gross actual value of real estate** located **outside** the State of New York and owned by this Company during the year ending October 31, 1915, and where situated $ None

(37a) Assessed value of above real estate $ None

(In stating location, city or village or town must be given, with street and number)

Total of assets above enumerated located in the State of New York during the year ending October 31, 1915 $ 815.32

Total of assets above enumerated located outside the State of New York during the year ending October 31, 1915 $ 2384.83

† Bills and accounts receivable are generally located at the place from which the goods are shipped, provided the corporation there maintains **at its own expense** a place of business, including a store or warehouse. The residence of the debtor is of no importance.

*In answering Nos. 27 and 34, if the assets of the company whose stock is owned by your corporation are employed both "In" and "Outside" New York, an apportionment of your holdings may be made on the basis of employment.

(38) AVERAGE LIABILITIES:

Bonds not secured by mortgage, average	$ None
Mortgages, average	$ None
Bills payable, average	$ None
Accounts payable, average	$ None
Other liabilities, **not including capital stock, average**	$ None
Total average liabilities	$ None

(39) Percentage of assets of the Company employed in the State of New York during the year ending October 31, 1915, employed in manufacturing and in the sale of the product of such manufacture? None

(40) Are goods handled by you manufactured for you by others or bought for sale? By others

(41) Do you operate a factory? None If so, where? None

REMARKS.

Officers' Names:

David W. Griffith *President,* Albert H. T. Banzhaf *Secretary,*

H. E. Aitken *Vice-President,* Albert H. T. Banzhaf *Treasurer.*

The undersigned, being the Treasurer of the above Company, estimates and appraises the Capital Stock of said Company as follows:

100 shares at fifty dollars cents per share, amounting in the whole to $5,000. 100 dollars

In Witness Whereof, I have set my hand this 6th day of November, 1915.

Albert H. T. Banzhaf

Treasurer

(Official title)

[OVER]

STATE OF NEW YORK,
County of NEW YORK } ss.:

On this 6th day of November A. D. 1915, personally appeared before me, a Notary Public in and for the County of New York, Albert H. T. Banzhaf, Treasurer, of the above named Company, who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes all dividends of any description declared by said Company during the year ending October 31, 1915, and that he has, according to his best knowledge and belief, appraised the Capital Stock of the Company as provided by statute, at not less than the average price at which it sold and not less than the difference between its assets and liabilities, exclusive of capital stock

Albert H. T. Banzhaf
Treasurer

Sworn to before me the day and year aforesaid.

J. Ivins
Notary Public.

COMMISSIONER OF DEEDS, CITY OF NEW YORK,
RESIDING IN NEW YORK COUNTY.
COUNTY CLERKS No. 1057
REGISTERS No. 17009
COMMISSION EXPIRES

COMMISSION EXPIRES FEB. 2, 1917

Form 42 274759

CAPITAL STOCK REPORT

For Year Ending October 31, 1915, of

The David W. Griffith Corporation Co.

mailed 11/13/15 to State Comptroller, Corporation Tax Bureau, Albany, N.Y.

Report due November 15th; Tax payable on or before January 15th

Duplicate copy should be kept for your files.
All annexed statements must be sworn to thereon.

NOTE.— Corporations paying six or more than six per centum on their entire issued capital stock need not appraise their capital stock; all others must appraise.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, VICE-PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 S. SPRING STREET, LOS ANGELES, CAL. ALWAYS OPEN

M 199 CH NO 39 NL

LAGRANGE KY NOV 22 1915

MR DAVID W GRIFFITH 2234

HOTEL ALEXANDRIA LOS ANGELES CAL

VERY GLAD TO RECEIVE YOUR TELEGRAMS ARE FOLLOWING YOUR DIRECTIONS WILL HAVE A SPECIALIST FROM THE CITY IMMEDIATELY DOCTOR PRONOUNCES THE TROUBLE BRONCHIAL PNEUMONIA SHE CLAIMS NOT TO BE IN MUCH PAIN BUT GROANS CONSTANTLY EXPECT TRAINED NURSE TOMORROW

RUTH

1105 PM

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 S. SPRING STREET, LOS ANGELES, CAL. ALWAYS OPEN

B39CHP 10COLLECT

LAGRANGE KY 1031A NOV 23 1915

DAVID W GRIFFITH

ALEXANDRIA HOTEL LOS ANGELES

FEDERAL WAR TAX 1¢

B-28 1.00-18

GRANDMA RESTED WELL LAST NIGHT ABOUT THE SAME NOW

RUTH

831A

Form 2289 B

WESTERN UNION NIGHT LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT Main Office, 608-610 S. Spring Street, Los Angeles, Cal.

M145CHHO 33 COLLECT NL

B 232-1.00

LAGRANGE KY NOV23 1915

FEDERAL WAR TAX 1¢

DAVID W GRIFFITH

HOTEL ALEXANDRIA LOS ANGELES CALIF

DOCTOR FINK JUST LEFT SAYS DOCTOR BLAYDES HAS MANAGED THE CASE BEAUTIFULLY BUT THAT IT IS ONE THAT NEEDS ATTENTION HE WILL BE HERE AT THREE PM TOMORROW THEY ARE WORKING TOGETHER

RUTH

1013PM

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, VICE-PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 S. SPRING STREET, LOS ANGELES, CAL. ALWAYS OPEN

E127CH NB 21 COLLECT

C 15b

LAGRANGE KY 547P NOV 24 1915

170-18

DAVID W GRIFFITH

ALEXANDRIA HOTEL LOSANGELES CALIF

GRANDMA SAME DOCTOR FINK SAYS OWING TO HER AGE AND GENERAL DEBILITY CASE IS SERIOUS HOPES TO PULL HER THROUGH

RUTH

427PM

FEDERAL WAR TAX 1¢

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, VICE-PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 S. SPRING STREET, LOS ANGELES, CAL. ALWAYS OPEN

A855 CH 32 COLL NL 2EX

1915 NOV 25 AM 1 47

LAGRANGE KY 24

NATIONAL WAR TAX 1¢

@ 227 1.00

MR DAVID W GRIFFITH

HOTEL ALEXANDRIA LOSANGELES CAL

YOUR MOTHER HAS BRONCHIAL PNEUMONIA AT HER AGE IT IS VERY SERIOUS WE FEEL THAT BARING COMPLICATIONS SHE HAS AN EVEN CHANCE TO RECOVER WE ARE GIVING EVERY CARE

DOCTOR H B BLAYCES

AND FINK.

Form 2289 B

WESTERN UNION NIGHT LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT Main Office, 608-610 S. Spring Street, Los Angeles, Cal.

E267CHRV 20 COLLECT NL 100

LAGRANGE KY NOV 28 1915

J298

D W GRIFFITH

CARE HOTEL ALEXANDRIA LOSANGELES CAL

MOTHER JUST ABOUT SAME DOCTOR FINK SAYS THERE IS STILL A CHANCE BUT DOESNT THINK IT AN EVEN ONE

ALBERT

940PM

Form 2289 B

WESTERN UNION
NIGHT LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT Main Office, 608-610 S. Spring Street, Los Angeles, Cal. 1915 NOV 29 PM 9 56

A782CH 7 COLLECT NIGHT

a 234-18+1.00

LAGRANGE KY 29

D W GRIFFITH

HOTEL ALEXANDRIA LOSANGLES CAL

GRANDMA ABOUT SAME SLIGHT IMPROVEMENT TODAY

RUTH.

FEDERAL WAR TAX 1¢

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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WESTERN UNION
TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, VICE-PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 S. SPRING STREET, LOS ANGELES, CAL. ALWAYS OPEN 1915 NOV 29 AM 8 54

A90 CH 51 COLLECT

LAGRANGE KY 1024A 29

D W GRIFFITH

HOTEL ALEXANDRIA LOS ANGELES CALIF

a 2 1/2 3.50-18

FEDERAL WAR TAX 1¢

BOTH DOCTORS AND FAMILY AGREE THAT YOU COULD SERVE NO PURPOSE BY COMING HOME AS MA IS VERY LOW AND NOTICES VERY LITTLE I FEAR THE END IS VERY NEAR AS SHE SUFFERS QUITE A BIT AND WONT BE ABLE TO HOLD UP MUCH MORE THAN A DAY OR TWO

ALBERT.

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, VICE-PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 S. SPRING STREET, LOS ANGELES, CAL. ALWAYS OPEN

B34CHP 10COLLECT

LAGRANGE KY 1026A NOV 30 1915

B 24-100-18

D W GRIFFITH

ALEXANDRIA HOTEL LOSANGELES

MA SEEMS SLIGHTLY IMPROVED THE FOLKS RECEIVED CHECKS THANKS

ALBERT

840AM

FEDERAL WAR TAX 10

Form 2289 B

WESTERN UNION NIGHT LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT Main Office, 608-610 S. Spring Street, Los Angeles, Cal.

M123CH AY 13 COLLECT NL

LAGRANGE KY DEC 3 1915

FEDERAL WAR TAX 1¢

B W GRIFFITH

HOTEL ALEXANDRIA LOSANGELES CAL

MA'S CONDITION JUST ABOUT THE SAME SEEMS TO BE HOLDING HER OWN

ALBERT

944PM

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, VICE-PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 S. SPRING STREET, LOS ANGELES, CAL. ALWAYS OPEN

A650CH 20 COLL NIGHT

LAGRANGE KY 4

D W GRIFFITH

FEDERAL WAR TAX 1¢

HOTEL ALEXANDRIA LOSANGELES CAL

MA IS MUCH WEAKER I AM VERY MUCH AFRAID SHE CANNOT LAST OVER TWENTY FOUR TO THIRTY SIX HOURS

ALBERT.

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, VICE-PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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RECEIVED AT MAIN OFFICE, 608-610 S. SPRING STREET, LOS ANGELES, CAL.

FEDERAL WAR TAX

222CH AY 26 COLL

18+20

LAGRANGE KY DEC 5 1915 935P

7336

W GRIFFITH

CARE HOTEL ALEXANDRIA LOSANGELES CAL

FUNERAL AT HOME 930 MONDAY BURIAL MOUNT TABOR ALL ARE WELL I WILL LEAVE TUESDAY ARRIVE NEWYORK THURSDAY LET ME HEAR FROM YOU

ALBERT

755PM

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, VICE-PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 S. SPRING STREET, LOS ANGELES, CAL.

FEDERAL WAR TAX 1¢

E18CH U 17COLLECT

LAGRANGE KY 809A DEC 6 1915

a 10/142

D W GRIFFITH

HOTEL ALEXANDRIA LOSANGELES CAL

CAN HOLD THE BODY FOR SIX DAYS WIRE AT ONCE WHEN YOU WILL BE HOME LOVE

ALBERT

626AM

POSTAL TELEGRAPH-CABLE COMPANY

NIGHT LETTERGRAM

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this night lettergram subject to the terms and conditions printed on the back of this blank.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No. 609

INDEPENDENT COMPETITIVE PROGRESSIVE

4—25

bl ny ug 3o N L 1a12

Si New York Dec 11 1915

D W Griffith

Alexandria Hoetl

LosAngeles

I have heard of the death of your dear mother May our blessed Lord be with you in your hours of trouble. Please accept the heartfelt sympathy of your friend

Kate Bruce.

Dec 1916

(CANCELLED REVENUE STAMP
10 CENTS)

CERTIFICATE OF INCORPORATION
OF
WARK PRODUCING CORPORATION

We, the undersigned, all being persons of full age, and at least two thirds of us being citizens of the United States, and at least one of us a resident of the State of New York, desiring to form a corporation pursuant to the provisions of the Business Corporation Law of the State of New York, do hereby make, sign, acknowledge and file this certificate for that purpose, as follows:

1. The name of the proposed corporation is WARK PRODUCING CORPORATION.

2. The purposes for which it is to be formed are:

To purchase, hire, borrow or acquire in any manner, and to sell, let, transfer or in any wise dispose of film for use in motion picture cameras and motion picture film of any and every sort and property of any and all kinds necessary or accessory to the use of such film, or pertaining in any way to the motion picture business.

To purchase, hire and acquire any interest of any kind whatsoever in personal property of any and every character, and deal in personal property of any and every description, and to let or pledge or create any other estate or interest in or incumbrance upon personal property.

To acquire the good will, rights and property of any persons, firms, associations or corporations en-

gaged in any similar business whatsoever.

To apply for, obtain, purchase or otherwise acquire, and to sell, lease or otherwise dispose of patents and applications therefor, inventions, licenses, trademarks and copyrights and similarly to purchase or acquire and to sell or otherwise dispose of secret processes, and to use, exercise, develop or create licenses in respect of and otherwise to turn to account such patents or applications therefor, secret processes, licenses, trademarks and copyrights.

To act as agent, representative or factor for any individual, firm, partnership, association or corporation in transacting, conducting and promoting the business of such individual, firm, partnership, association or corporation, and to acquire, possess, enjoy, incumber, and dispose of real and personal property of any name, nature and description, whether corporeal or incorporeal, and wheresoever situated, necessary or desirable for the purposes of its business;

To purchase, acquire, hold and dispose of stocks, bonds and other evidences of indebtedness of corporations wheresoever organized, and to pay for the same in cash or in property or by the issuance of its own stock, bonds or other obligations, to exercise in respect thereto all of the rights, powers and privileges of individual owners or holders thereof, and to exercise all voting powers thereon.

To purchase or otherwise acquire shares of its own capital stock, and to hold or dispose of the same or to retire the same, subject however, to all provisions of law.

To transact any or all of its business outside of the State of New York, and at any place or at one or more places within the United States of America, Dominion of Canada, and in any other part of the world, and the corporation shall have all the power to accomplish any and all of its objects and purposes which a natural person would have.

To manufacture and sell motion picture films, and all kinds and classes of films for use in the exhibition of motion pictures.

To take photographs of public or private events and occurrences and of prepared scenes and acts, and to develop the same and put the same through all necessary processes, so as to produce films, plates, slides, positive prints ~~and~~ or photographs of any character for use in the exhibition of motion pictures.

To prepare and make pictures, photographs, plates and films for motion pictures.

To prepare, make and take, sell, lease and dispose of motion pictures and motion picture films.

To arrange scenes and settings, and to conduct exhibitions, plays and dramas of all kinds to be photographed or reproduced as motion pictures.

To purchase and use theatre scenery, costumes, stage settings, and any and all theatrical accessories.

To operate theatres, amusement parks, or other places of public amusement, refreshment and entertainment.

To conduct theatrical, dramatic, musical and other public performances.

To employ actors and other persons whose services are necessary or proper in any dramatic or theatrical business, or in public or private exhibitions or shows, or in taking or making motion pictures.

To give and produce private performanees of any and every kind, and any dramatical, theatrical, musical or motion picture performances, and to exercise all its powers with respect to public performances with respect to such private performances.

3. The number of shares of capital stock that may be issued by said corporation, is fifteen hundred, which shall have no nominal or par value.

4. The amount of capital with which said corporation will carry on business is Ten thousand ($10,000) Dollars.

5. The corporation may issue and may sell the authorized shares of its capital stock from time to time, for such considerations, consisting partly or wholly of money, labor or property, as may from time to time be fixed by the board of directors.

6. The principal office of said corporation is to be located in Eddyville, Ulster County, New York.

7. The duration of said corporation is to be perpetual.

8. The number of directors is to be five, none of whom are required to be stockholders of the corporation.

9. The names and post office addresses of the directors for the first year are as follows:

Name	Post Office Addresses
C. E. Sterrett	71 West 23rd Street, New York City
F. E. Gribbon	245 West 135th Street, New York City
G. Sullivan	854 Seventh Avenue, New York City
A. Schmidt Jr.	2120 Mapes Avenue, Bronx, New York City
A. H. T. Banzhaf	2 Rector Street, New York City.

10. The names and post office addresses of the subscribers to this certificate, and a statement of the number of shares which each agrees to take in the corporation, are as follows:

Name	Post Office Address	No. of Shares
C. E. Sterrett	71 West 23rd Street New York City	1
G. Sullivan	854 Seventh Avenue New York City	1
F. E. Gribbon	245 West 135th Street New York City	1

IN WITNESS WHEREOF the parties hereto have made, signed, acknowledged and filed this certificate the 17 day of December 1915.

C..E..Sterrett.....(L.S.)

G..Sullivan.....(L.S.)

F..E..Gribbon.....(L.S.).

State of New York

City and County of New York, ss.

On this 17th day of December, 1915 before me personally came C. E. Sterrett, F. E. Gribbon and G. Sullivan, to me known and known to me to be the individuals described in and who ~~xxxxx~~ executed the foregoing instrument, and they severally duly acknowledged to me that they executed the same.

(Seal)

FLORENCE LIPNICK
Notary Public New York County ~~City~~ No.845
New York County Register's NO. 7229
My commission expires March 30, 1917.

Form 85-356. 10-25-16-4500 (2-592)

4671E

State of New York, } ss:
OFFICE OF THE SECRETARY OF STATE.

I have compared the preceding with the original Certificate of Incorporation of WARK PRODUCING CORPORATION,

filed and recorded in this office on the 18th day of December, 1915, and do HEREBY CERTIFY the same to be a correct transcript therefrom and of the whole of said original.

Witness my hand and the seal of office of the Secretary of State, at the City of Albany, this thirteenth day of December, one thousand nine hundred and sixteen.

Second Deputy Secretary of State

- - - - - - (ENDORSED) - - -

CERTIFICATE OF INCORPORATION

of

WARK PRODUCING CORPORATION

- - - - - - - - - - - - - - - - - -

WALTER N. SELIGSBERG,
Attorney-at-law,
71 West 23rd Street,
New York City.

Tax for privilege of organization
of this corporation
$ 75.
Under Section 190 Chapter 62. Laws Of 1909,
AS AMENDED
Paid To
State Treasurer before Filing

STATE OF NEW YORK
Office of Secretary of State
FILED AND RECORDED Dec 18 1915
Francis M. Hugo
SECRETARY OF STATE.

A G R E E M E N T made this day of December, one thousand nine hundred and fifteen, by and between DAVID W. GRIFFITH, of the City of Los Angeles, State of California, party of the first part, and HARRY E. AITKEN, of the City, County and State of New York, party of the second part, W I T N E S S E T H:

W H E R E A S, the parties hereto are together the sole owners of the motion picture production nearing completion and now known as "The Woman and the Law"; and

W H E R E A S, it is desired to incorporate a company under the laws of the State of New York, as hereinafter set forth for the purpose of completing the said picture and exploit it in the United States of America and foreign countries, either directly or through intermediaries, and to pay the obligations heretofore incurred and the disbursements heretofore made, and to provide for the expenses necessary for the completion and exploitation of the said picture;

NOW, THEREFORE, it is agreed:

The parties hereto agree that they will cause to be formed a corporation under the laws of the State of New York with a total authorized issue of capital stock consisting of fifteen hundred (1500) shares, with no nominal or par value, incorporators to be

and the directors for the first year to be David W. Griffith, Albert H. T. Banzhaf, Joseph J. McCarthy, Harry E. Aitken and , being five in all, the other provisions of the certificate of in-

corporation to be similar to the form hereto annexed and marked Exhibit "A", the said incorporators to subscribe for shares of the capital stock of the said corporation in three equal parts, as shall be required as a minimum by the corporation laws of the State of New York.

The parties hereto agree to pay all expenses of the said corporation, subject to reimbursement by the said corporation.

The name of the said corporation shall be Wark Producing Corporation.

The parties hereto agree to convey to said Wark Producing Corporation the entire right, title and interest in and to the said motion picture in its present state of completion, subject to all indebtedness incurred, and now owing to the Majestic Motion Picture Company, a New York corporation, under its contract with David W. Griffith, dated August 30th 1915, to wit: the moneys advanced by said Majestic Motion Picture Company together with the obligation to pay to said Majestic Motion Picture Company ten (10%) per cent of the total cost of the picture at the time hereinafter set forth. The parties further agree to cause to be paid in to the Treasury of said Wark Producing Corporation whatever sum or sums may be required by the laws of the State of New York as a cash subscription.

The said conveyance of the said picture shall be in exchange for the entire capital stock of the said corporation, to wit: fifteen hundred (1500) shares, which issue shall be fully paid and nonassess-

able and shall then relieve the subscribers to the certificate of incorporation from and be in full performance of their obligation to subscribe to the number of shares set opposite to their names in the said certificate of incorporation.

The by-laws of said corporation shall be adopted at a meeting of the incorporators.

The parties further agree that said corporation shall cause to be issued certificates of indebtedness of a total par value of Three hundred thousand ($300,000) dollars in certificates of One thousand ($1,000) dollars par value each.

The said certificates shall be sold at par, redeemable in five years from the date thereof, and shall bear interest at the rate of six (6%) per cent per annum, commencing two years from the date of issue of said certificates and continuing until their redemption by the corporation at Eleven hundred ($1100) dollars per share. The said certificates shall provide that they may be redeemed at any time on ten days' notice at eleven hundred ($110) dollars per share at the option of the corporation. Partial payments may be made on the said certificates pro rata at any time upon ten days' notice at the option of the corporation.

The parties agree that to each subscriber to certificates at the par value of One thousand ($1,000) dollars, there shall be issued, transferred and paid over to him one (1) shares of the capital stock of the said corporation for each certificate of indebtedness issued to and paid for by him.

The party of the second part agrees that he will cause the said certificates to be subscribed for at par within a reasonable time after incorporation, and as moneys may be needed for the uses of the corporation, ~~and the~~ said Three hundred (300) shares of the capital stock of the corporation shall remain in the Treasury and shall be issued, fully paid and non-assessable, to the certificate holders as hereinbefore set forth.

The balance of the said shares of the capital stock, to wit: twelve hundred (1200) shares, shall be issued fully paid and non-assessable to the following persons and corporations in the amounts set after their respective names, to wit:

David W. Griffith, or order, seven hundred fifty (750) shares;

Harry E. Aitken, or oder, one hundred fifty (150) shares;

Triangle Film Corporation, three hundred (300) shares.

The issue of said three hundred (300) shares to Triangle Film Corporation shall be issued to it in consideration of its agreement, and subject to the procuring of such agreement that the Triangle Film Corporation shall loan to said corporation Ten thousand ($10,000) dollars, as and when required, after Three hundred thousand ($300,000) dollars has been invested in the corporation from the proceeds of said certificates of indebtedness, and not to be repaid to said Triangle Film Corporation until the said certificate holders have been reimbursed, have been repaid, ~~and the party of the first part shall have been repaid for any advance made~~

~~or to be made by him, but~~ when the said loan of Triangle Film Corporation is paid, it shall receive Eleven thousand ($11,000) dollars in repayment of its said loan of Ten thousand ($10,000) dollars. As the said loan shall be made by Triangle Film Corporation, ~~it shall receive certificates of indebtedness in conformity with the provisions thereof.~~

It is agreed that the party of the first part has so far expended in the production of said motion picture photo-play "The Woman and the Law" upwards of Twenty-four thousand ($24,000) dollars, and that he may subscribe to the said certificates of indebtedness to be issued by the corporation and placed by the party of the second part, or any part thereof for which he shall receive certificates of stock as contemplated to be delivered to all subscribers to said certificates of indebtedness. At the option of the party of the first part, he may receive the whole or any part of said loan in cash from the proceeds of the said certificates.

Out of the first proceeds of the said certificates, said company shall at once repay to the Majestic Motion Picture Company all of the moneys heretofore advanced and expended, or liabilities incurred, by Majestic Motion Picture Company, in the production of the said picture to the date of repayment, and said repayment shall be made subject to the prompt payment by said Majestic Motion Picture Company of all such liabilities.

The party of the first part agrees that he will ~~advance~~ loan to said corporation ~~on certificates of indebtedness to~~ be repaid to him as hereinafter set forth

E. W. SMITHSON COLLECTION
FILM THE MODERN ART MUSEUM OF

at 110, such sums as shall be necessary over and above Three hundred ten thousand ($310,000) dollars to complete and exploit the said picture to and including the date of its first public exhibition. ~~Nothing in this agreement~~ shall be construed to compel the party of the first part, however, to advance to the said corporation any sum or ~~sums of money exceeding~~ Fifty thousand ($50,000) dollars.

Out of the earnings of the corporation over and above the actual expenses of the exploitation of the picture and other corporate requirements, the certificate holders representing the said issue of Three hundred thousand ($300,000) dollars, shall first be repaid at such times and in such amounts as shall seem to the corporation to be proper. The party of the first part shall then be repaid at 110 all amounts that may have been advanced by him pursuant to this agreement. All other creditors o f the corporation, except on current bills and accounts, and including the Triangle Film Corporation, and D. W. G. shall then be repaid and all such payments shall be made before any dividends whatsoever are paid or declared on the capital stock of the corporation.

Accounts and records of the corporation shall be duly kept and be subject at all reasonable times to inspection and monthly review by certified public accountants to be designated by a majority of the holders of the certificates of indebtedness constituting said issue of Three hundred thousand ($300,000) dollars.

The said certificates shall be transferrable in the same manner in which certificates of stock are transferrable, and the corporation shall keep records and books for that purpose.

When all other indebtedness shall have been paid, the corporation shall pay to the Majestic Motion Picture Company a sum of money equal to ten (10%) per cent of the total cost of the making of a negative and one sample positive print of the picture.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

_____(L.S.)

_____(L.S.)

CITY, COUNTY AND :
STATE OF NEW YORK. : ss.

On this day of December 1915, before me personally appeared DAVID W. GRIFFITH, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

CITY, COUNTY AND :
STATE OF NEW YORK. : ss.

On this day of December 1915, before me personally appeared DAVID W. GRIFFITH, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

The undersigned, Majestic Motion Picture Company, hereby consents to the making of the foregoing agreement by the parties thereto therein named, and agrees to abide by all of the terms and conditions thereof in so far as the undersigned is or may be affected. And the undersigned hereby relinquishes any rights that it may now or hereafter possess or claim in and to the said production "The Woman and the Law".

IN WITNESS WHEREOF the undersigned has hereunto caused these presents to be signed by its President and Secretary and its corporate seal to be affixed this day of December 1915.

MAJESTIC MOTION PICTURE COMPANY,

A T T E S T:

By_____
President

_____
Secretary

CITY, COUNTY AND :
STATE OF NEW YORK. : ss.

On this day of December 1915, before me a notary public in and for the County of New York, duly came and appeared HARRY E. AITKEN who being by me first duly sworn, did depose and say, that he resides at , in the Borough of Manhattan, City, County and State of New York, and is President of the Majestic Motion Picture Company. That he knew the seal of the said corporation, and that the seal affixed to the foregoing instrument is such corporate seal, and was thereto affixed by order of the board of directors.

The undersigned, Triangle Film Corporation, hereby consents to the making of the foregoing agreement by the parties thereto therein named, and agrees to abide by all of the terms and conditions thereof in so far as the undersigned is or may be affected.

IN WITNESS WHEREOF the undersigned has hereunto caused these presents to be signed by its President and Assistant-Secretary and its corporate seal to be affixed this day of December 1915.

TRIANGLE FILM CORPORATION,

By_____
President

A T T E S T:

_____
Asst.-Secretary

CITY, COUNTY AND :
STATE OF NEW YORK. : ss.

On this day of December 1915, before me, a notary public in and for the County of New York, duly came and appeared HARRY E. AITKEN and WALTER N. SELIGSBERG, who being by me first duly severally sworn, did depose, each for himself, and say, that he, the said Harry E. Aitken resides at in the Borough of Manhattan, City and State of New York, and is President of the Triangle Film Corporation; and that he, Walter N. Seligsberg, resides at Far Rockaway, Borough of Queens, City and State of New York, and is Assistant Secretary thereof. That they knew the seal of the said corporation, and that the seal affixed to the foregoing instrument is such corporate seal, and was thereto affixed by order of the board of directors.

A

A G R E E M E N T made this day of December, one thousand nine hundred and fifteen, between RELIANCE MOTION PICTURE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of , hereinafter referred to as "Reliance Co.", party of the first part, and DAVID W. GRIFFITH, of the City of Los Angeles, State of California, hereinafter referred to as "Mr. Griffith", party of the second part,

W I T N E S S E T H:

FIRST: Reliance Co. hereby employs Mr. Griffith to supervise the production of a motion picture to be made by said Company of the Shakespearean drama known as "Macbeth", the principal character of said drama to be played by Sir Herbert Beerbohm Tree until its completion. Mr. Griffith hereby agrees to use his best efforts in the supervision of the production of said motion picture by said company for the purpose of imparting to such production artistic, dramatic and commercial value.

SECOND: Reliance Co. hereby agrees to pay Mr. Griffith for his services as aforesaid twenty-five (25%) percent of the net profits received by said Reliance Co. from the sale or exploitation of said motion picture drama known as "Macbeth" which profit shall be the difference between the gross cash receipts received by said Reliance Co. for the selling price thereof, together with any percentages which it may receive in the future therefor, and the cost of services and labor actually

employed in the production of said picture, including the cost of new material and settings actually used thereon, and a fair proportion of the overhead.

THIRD: Reliance Co. agrees that it will not sell said motion picture drama known as "Macbeth" to anyone without the written consent of Mr. Griffith.

FOURTH: Reliance Co. will keep at its offices in New York a separate account for said motion picture drama showing all its receipts and disbursements therefor, and will keep on file all contracts had in conjunction therewith, and said account and contracts may be inspected and copies thereof made by said Griffith or his representative from time to time, and said Reliance Co. shall pay to Mr. Griffith his proportionate twenty-five (25%) percent share of said profit computed as aforesaid and submit therewith a copy of the statement upon which said profit is based. Such twenty-five (25%) percent shall be paid immediately upon receipt of any funds by the Reliance Co. from either exploitation, sale or rental thereof, as the case may be.

FIFTH: It is further agreed by and between the parties hereto that nothing herein contained shall affect Mr. Griffith's right to supervise pictures for the Majestic Motion Picture Co. or for his own account, as per the terms of the contract between said Majestic Motion Picture Co. and said Mr. Griffith, and subject to all Mr. Griffith's rights pursuant to contract between Mr. Griffith and the Majestic Motion Picture Co. and the Triangle Film Corporation.

SIXTH: It is further agreed between the parties hereto that Mr. Griffith shall have the sole and exclusive charge of the employment and discharge of all directors, artists, actors, special or otherwise, or other employees employed by the Reliance Co. in the production and manufacture of said motion picture drama known as "Macbeth".

SEVENTH: It is further agreed between the parties hereto that all advertising matter in which Mr. Griffith's name may appear in connection with the production and exhibition of said motion picture drama shall be first submitted to Mr. Griffith for his approval before publication thereof.

I N W I T N E S S W H E R E O F the Reliance Motion Picture Co. has caused these presents to be signed by its President and its corporate seal to be hereto affixed, and Mr. Griffith has set his hand and seal hereto the day and year first above written.

RELIANCE MOTION PICTURE CO.,

By_____
President

_____ _____(L.S.)

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Draft #1
12-18-15
(1)

New York, December 1915.

Wark Producing Corporation,

New York City,

Gentlemen:

The undersigned, Majestic Motion Picture Company, is the owner of the negative and of all rights to the uncompleted photoplay entitled "The Mother and The Law", now in the course of production at the Fine Arts Studios in Los Angeles, Cal. The total investment in the said production is $

The undersigned, H. E. Aitken, R. E. Aitken and D. W. Griffith, each has an equity in the said property.

This photoplay is being produced under the personal direction of D. W. Griffith, who is the producer of "The Birth of a Nation", which is the most famous and probably the most successful photoplay that has ever been exploited in the United States. The company owning "The Birth of a Nation" has paid between 200% and 300% on the capitalization of $110,000 and royalties in excess of $200,000 to the author and the producer, and the three-eighths of the profits now being devoted to dividends show average weekly earnings of 10% on the capitalization. Mr. Griffith plans "The Mother and the Law" to be an even greater success than its predecessor. The total cost of the picture is estimated to be around $300,000.

We offer to sell to you the title to the said negative and all rights thereunder for the sum of $200,000, or we agree to accept from you in lieu thereof 1500 shares of your capital stock, to be issued to us full paid and non assessable, in payment for said property.

The transfer to you will be subject to the aforesaid indebtedness of Majestic Motion Picture Company amounting to $ Majestic Motion Picture Company is entitled, out of the earnings of said photoplay, to 20% of the amount advanced by it as a profit. The assignment to you will be subject to payment to Majestic Motion

Draft #1
12-18-15

of 10% of the gross cost of the picture, such payment to be made after all of the cost of the picture has been repaid to those furnishing to you the funds therefor.

For greater convenience, please issue the 1500 shares of stock according to the orders of Majestic Motion Picture Company.

Be good enough to advise us of your acceptance or rejection of this offer.

Yours truly,

MAJESTIC MOTION PICTURE COMPANY

By_____
Treasurer

_____

_____

_____

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Draft #1
12-18-15
(2)

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MINUTES of the first meeting of the incorporators of WARK PRODUCING CORPORATION held at Room 1702, 71 West 23rd Street, New York City, on the day of December, 1915 at o'clock M. pursuant to waiver signed by all of the incorporators.

PRESENT:

~~G. Sullivan~~
F. E. Gribbon
C. E. Sterrett

Upon motion, Mr. Sterrett was elected chairman of the meeting and Miss Sullivan was elected secretary.

A written waiver of notice and call for this meeting, duly signed by all of the incorporators, was presented by the secretary and ordered filed with the minutes of this meeting.

The chairman then presented a ~~certified~~ copy of the certificate of incorporation and stated to the meeting that on the day of December 1915 the original certificate of incorporation had been duly filed and recorded in the office of the Secretary of State in Albany, N. Y., and that on the day of December 1915 a ~~certified~~ copy thereof had been duly filed and recorded in the office of the County Clerk of Ulster County; that the organization tax had been duly paid to the Treasurer of the State of New York and that the statutory filing and recording dees had been paid to the Secretary of State and County Clerk, respectively.

It was thereupon ordered that the said certified copy of the certificate of incorporation be prefixed to the minutes of this meeting.

The chairman submitted for the consideration of the meeting the proposed by-laws and stated that the same had been prepared by the counsel of the company in accordance with the instructions of the incorporators.

Upon motion, unanimously adopted, it was

RESOLVED that the by-laws submitted to this meeting be and hereby are adopted as the by-laws of this corporation, and that said

Draft #1
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by-laws be prefixed to the minutes of this meeting.

The secretary presented to the meeting a written proposal from Majestic Motion Picture Company, H. E. Aitken, R. E. Aitken and D. W. Griffith, offering to sell and transfer to this company the negative and certain rights in connection with the photoplay "The Mother and the Law" owned by the persons making said offer.

Upon motion, unanimously adopted, it was

RESOLVED that said offer set forth in said proposition be and hereby is approved and it is recommended that the Board of Directors of this corporation accept said proposition and cause the issuance of 1500 shares of the capital stock of this corporation and the assumption of the indebtedness in connection with the production of said photoplay as full consideration and payment for the property so to be sold, assigned and transferred to this corporation.

There being no further business, the meeting adjourned.

Chairman

Secretary

Draft #1
12-18-15
(3)

MINUTES of the first meeting of the directors of WARK PRODUCING CORPORATION, held at Room 1702, 71 West 23rd Street, New York City, on the day of December, 1915 at o'clock M., pursuant to waiver signed by all of the directors named in the certificate of incorporation.

PRESENT:

A. H. T. Banzhaf
C. E. Sterrett
A. Schmidt Jr.
~~G. Sullivan~~
F. E. Gribbon

Mr. Banzhaf was elected chairman of the meeting; Mr. Smith Sterrett, secretary.

The secretary presented a written waiver of notice of the meeting, signed by all of the directors, which was ordered filed with the minutes of this meeting.

The secretary presented the minutes of the first meeting of the stockholders, held this day, and the same were in all respects ratified, confirmed and approved.

Upon motion, unanimously adopted, it was

RESOLVED that the seal of this corporation be the impression upon wax or paper of the device impressed on this page.

The secretary presented a form of stock certificate for approval which was, upon motion, duly adopted as the form of stock certificate of the corporation, and a copy thereof was ordered filed with the minutes of this meeting.

Upon motion unanimously adopted, it was

RESOLVED that the funds of this corporation, until further order, be deposited in its name with the central T. Co and that the same be subject to check made in the name of this corporation, signed by the Treas or the Asst Treas, and countersigned by the Pres or the Vice P, [and further subject to check or draft made in the name of this corporation and signed and

Draft #1
12-18-15

countersigned by any persons thereunto duly authorized, by a certificate in writing signed by the or and the or the .

FURTHER RESOLVED that the and the and the and the be and hereby are authorized to make such designations and to revoke the same.

Upon motion, unanimously adopted, it was

RESOLVED that the annual compensation of each of the officers of this corporation be and hereby is fixed as follows:

President B

Vice-President

Treasurer R

Secretary S

Upon motion, the following officers were unanimously elected for the ensuing year:

President Bamford

Vice-President } Roth

Treasurer

Secretary Smith

The secretary presented a written proposal from Majestic Motion Picture Company, H. E. Aitken, R. E. Aitken and D. W. Griffith, which was received and ordered filed with the minutes of this meeting.

Upon motion, unanimously adopted, it was

RESOLVED that in the judgment of this Board of Directors the negative of the photoplay now entitled "The Mother and The Law" 7 reels and all the rights thereto are reasonably worth the ~~sum of $~~ 375 shares 375,000 , being the indebtedness owing on account of the production thereof to date, plus the additional costs of production in the future, plus the sum of $200,000; that said property is necessary for the purposes of this corporation and that it is to the best interestts of this corporation to accept the offer of Majestic Motion Picture Company, H. E. Aitken, R. E. Aitken and D. W. Griffith, dated December 1915.

Draft #1
12-18-15

FURTHER RESOLVED that said offer as set forth in said proposition be and hereby is approved and accepted and that in accordance with the terms thereof, this corporation shall, as full payment for said property, issue and deliver 1500 shares of its capital stock to Majestic Motion Picture Company in such proportions as may be designated by it, and shall also assume the indebtedness specified in said offer, to wit, the sum of $; and

FURTHER RESOLVED that the officers of this corporation be and hereby are authorized and directed to take all steps necessary for the acquisition of said property.

The chairman stated that it was proposed to borrow $300,000 for this corporation by the issuance of certificates of indebtedness in the following words and figures:

Draft #1
12-18-15

Upon motion, unanimously adopted, it was

RESOLVED that the president and treasurer of this corporation be and hereby are authorized and directed to issue certificates of indebtedness of this corporation in the form presented to this meeting, up to the amount of $300,000 in exchange for advances to this corporation; certificates to be issued only against cash payments of the amount of the face value thereof.

Miss Gribbon thereupon presented her resignation as a director of this corporation, which was received and accepted and Mrs. L Smith was elected in her place and being present entered into attendance at the meeting.

Mr. Sterrett thereupon presented his resignation as a director of this corporation, which was received and accepted and Mr. was elected in his place, and being present entered into attendance at the meeting.

Miss Sullivan thereupon presented her resignation as a director of this corporation, which was received and accepted and Mr. Roth was elected in her place, and being present entered into attendance at the meeting.

Mr. Schmidt thereupon presented his resignation as a director of this corporation, which was received and accepted and Mr. E. J. B was elected in his place, and being present

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entered into attendance at the meeting.

Mr. Banzhaf thereupon presented his resignation as president of the corporation which was received and ordered on file, and upon motion Mr. was elected president of the corporation in his place.

Mr. thereupon presented his resignation as vice president of the corporation which was received and ordered on file, and upon motion Mr. was elected vicepresident of the corporation in his place.

There being no further business, the meeting adjourned.

Draft #1
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(1)

A

Griffith may contract

AGREEMENT made this day of December 1915 between TRIANGLE FILM CORPORATION, a Virginia corporation, hereinafter referred to as "Triangle Company" of the first part, and RELIANCE MOTION PICTURE CORPORATION, a Virginia corporation, hereinafter referred to as "Reliance Company" of the second part.

1. Triangle Company has, by contract dated July 30, 1915 with Majestic Motion Picture Company and David W. Griffith, the right to insist upon the exclusive services of said Griffith to said Majestic Company in the supervision of productions for sale to Triangle Company pursuant to said contract.

2. Reliance Company and Majestic Motion Picture Company have requested Triangle Company to consent to the employment by Reliance Company of Sir Herbert Beerbohm Tree in the making of motion picture productions under the supervision of David W. Griffith.

3. Triangle Company hereby consents to such employment under such supervision, upon condition however that all productions featuring Sir Herbert Beerbohm Tree made under the supervision of David W. Griffith shall be offered to Triangle Company for sale or exploitation upon the same terms as to any and all other persons, and upon further condition that Triangle Company upon making an offer or proposition equal to the offer or proposition made by any other person shall have the preference over any other equal offer.

IN WITNESS WHEREOF Triangle Company and Reliance Company have caused these presents to be signed by their respective and their respective corporate seals to be hereunto affixed, the day and year first above written.

TRIANGLE FILM CORPORATION

By_____

RELIANCE MOTION PICTURE CORPORATION

By_____

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(2)

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KNOW ALL MEN BY THESE PRESENTS that Majestic Motion Picture Company, a corporation organized under the laws of the State of New York, hereinafter referred to as "Seller", for and in consideration of the issuance to it of 1500 shares of the capital stock of Wark Producing Corporation, a corporation organized under the laws of the State of New York, hereinafter referred to as "Buyer", has assigned, transferred and set over, and by these presents doth assign, transfer and set over unto the Buyer the negative and all existing positive prints and all rights of any and every character whatsoever unto the photoplay entitled "The Woman and The Law", now in course of production at the Fine Arts Studios, Los Angeles, California.

SUBJECT HOWEVER to the following covenants and conditions and subject to no other lien, charge, encumbrance or indebtedness of any character whatsoever:

1. The Buyer covenants and agrees to and with the Seller that the Buyer, out of the first moneys received by it from any source whatsoever, will repay to the Seller the sum of $179,714.07, being the amount heretofore advanced by the Seller toward the production of said photoplay.

2. The Buyer further agrees that after it shall have repaid to all persons holding certificates of indebtedness in a series aggregating $300,000 about to be issued by it, together with all interest, premiums and charges in accordance with said certificates, and after it shall have repaid to Triangle Film Corporation any advances which may in the future be made by said Triangle Film Corporation in accordance with an agreement between the Buyer and Triangle Film Corporation, and after it shall have repaid to David W. Griffith any advances which may in the future be made by said David W. Griffith in accordance with an agreement between the

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Buyer and said David W. Griffith, that it will then, before paying any dividends or before in anywise distributing any part of its profits among its stockholders, pay to the Seller ten per cent. of the gross cost of the production of the negative of said photoplay, such percentage to be paid to the Seller because of its release to the Buyer of the Seller's right to twenty per cent. of the amount expended by it in the production of said photoplay up to the present time in addition to the said amount to be paid to it as aforesaid.

IN WITNESS WHEREOF Majestic Motion Picture Company has caused these presents to be signed by its treasurer and its corporate seal to be hereunto affixed, the 28th day of December 1915.

MAJESTIC MOTION PICTURE COMPANY

By J P Dussenberg
Treasurer

accepted
by Wark Producing Corporation
by Albert W Bangley Pres.

ITH COLLECTION
ART FILM LIBRARY

Draft #1
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(3)

(Wark Producing) 3

In consideration of the issuance and delivery to me, the undersigned, Harry E. Aitken, of New York City, New York, of one hundred and fifty shares, full paid and non-assessable, of the capital stock of Wark Producing Corporation, a New York corporation, I hereby assign, transfer and set over unto said Wark Producing Corporation, its successors and assigns, all of my interest of whatsoever character, in the negative of the uncompleted photoplay entitled "The Woman and The Law", now situate at the Fine Arts Studios in Los Angeles, California, together with the right to complete the same, and to copyright the same, so that the said Wark Producing Corporation shall have, so far as I can confer the same upon it, the full and complete legal and beneficial ownership of the said negative.

IN WITNESS WHEREOF said Harry E. Aitken has hereunto set his hand and seal the 28th day of December 1915.

H. E. Aitken
.....(L.S.)

In presence of:
W. Efficiency

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(4)

AGREEMENT made this day of December, 1915 between ROY E. AITKEN of New York City and HARRY E. AITKEN of New York City, WITNESSETH:

1. Roy E. Aitken has advanced to Majestic Motion Picture Company $ for investment in the photoplay entitled "The Woman and The Law".

2. Roy E. Aitken hereby assigns and transfers unto Harry E. Aitken all claims and demand of any character and description whatsoever against Majestic Motion Picture Company by reason of said advances.

3. In full payment for said transfer, Harry E. Aitken assigns and transfers unto Roy E. Aitken this day certificate No. for shares of the capital stock of Mark Producing Corporation.

WITNESS the hands and the seals of the parties hereto the day and year first above written.

.....(L.S.)

.....(L.S.)

Draft #1
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(5)

MEMORANDUM OF AGREEMENT between MAJESTIC MOTION PICTURE COMPANY, a New York corporation, WARK PRODUCING CORPORATION, a New York corporation, and TRIANGLE FILM CORPORATION, a Virginia corporation, hereinafter respectively referred to as "Majestic Company", "Wark Company" and "Triangle Company".

1. Upon the execution and delivery of this instrument Majestic Company has transferred to Triangle Company three hundred (300) shares of the capital stock of Wark Company, full paid and non-assessable.

2. In consideration of such transfer, Triangle Company hereby agrees to and with Wark Company that if the production and exploitation of the motion picture photoplay entitled "The Woman and The Law", now owned by Wark Company, up to the time of the first public presentation thereof before an audience for hire, as the commencement of a proposed continued engagement, shall exceed the sum of $300,000, that Triangle Company will advance to Wark Company the additional cost of production and exploitation in excess of $300,000 up to the sum of $10,000.

3. Wark Company agrees to repay any advances so made by Triangle Company, plus ten per cent. of the amount thereof, before paying any dividends or distributing any of its profits to its stockholders, but after it shall have repaid to the persons advancing the same, the cost of said production and exploitation up to the sum of $300,000 with all interest and other charges thereon, in accordance with the agreement with the respective persons advancing said sums.

IN WITNESS WHEREOF Majestic Company, Wark Company and Triangle Company have caused these presents to be signed by their respective and their corporate seals to be hereunto

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affixed, the day of December 1915.

MAJESTIC MOTION PICTURE COMPANY

By_____

WARK PRODUCING CORPORATION

By_____

TRIANGLE FILM CORPORATION

By_____

Draft #2
12-27-15

(1)

Minutes of the first meeting of the directors of WARK PRODUCING CORPORATION, held at Room 1702, 71 West 23rd Street, New York City, on the 27th day of December 1915, at 12.30 o'clock P. M. pursuant to waiver signed by all of the directors named in the certificate of incorporation.

PRESENT

A. H. T. Banzhaf
C. E. Sterrett
A. Schmidt Jr.
F. E. Gribbon

Mr. Banzhaf was elected chairman of the meeting; Mr. Sterrett, secretary.

The secretary presented a written waiver of notice of the meeting, signed by all of the directors, which was received and ordered filed with the minutes of this meeting.

The secretary presented the minutes of the first meeting of the stockholders, held this day, and the same were in all respects ratified, confirmed and approved.

Upon motion unanimously adopted, it was

RESOLVED that the seal of this corporation be the impression upon wax or paper of the device impressed on this page.

The secretary presented a form of stock certificate for approval, which was, upon motion, duly adopted as the form of stock certificate of the corporation, and a copy thereof was ordered filed

12-27-15
Draft #2

Upon motion unanimously adopted, it was

RESOLVED that the president and treasurer of this corporation be and hereby are authorized and directed to issue certificates of indebtedness of this corporation in the form presented to this meeting, up to the amount of $300,000 in exchange for advances to this corporation; certificates to be issued only against cash payments of the amount of the face value thereof.

Miss Gribbon thereupon presented her resignation as a director of this corporation, which was received and accepted, and Miss F. Lipnick was elected in her place, and being present entered into attendance at the meeting.

Miss Sullivan's resignation as a director of this corporation was presented, received and accepted, and Mr. Theodore Mitchell was elected in her place.

Mr. Schmidt thereupon presented his resignation as a director of this corporation, which was received and accepted, and Dr. E. J. Banzhaf was elected in his place.

There being no further business, the meeting adjourned.

E. J. Stirell
Secretary

(2)

We, the undersigned, being all the directors named in the certificate of incorporation of Wark Producing Corporation, hereby call a meeting of the Board of Directors of said corporation, to be held at Room 1702, #71 West 23rd Street, New York City, on the 27th day of December 1915, at 12.30 o'clock in the after noon, and we hereby waive any and all further notice of said meeting and consent to the transaction of any and all business thereat.

Dated December 27, 1915

W Stuart

F.E. Gribbon

J. Sullivan

A Schmidt Jr.

Albert N. Weinshal

(3)

We, the undersigned, being all the subscribers to the capital stock and signers of the certificate of incorporation of Wark Producing Corporation , hereby call a meeting of the subscribers and incorporators of said corporation, to be held at Room 1702, #71 West 23rd Street, New York City, on the 27th day of December 1915 at twelve o'clock ~~in the~~------ noon, and we hereby waive any and all further notice of said meeting and consent to the transaction of any and all business thereat.

Dated December 27, 1915

F. E. Sturtt

J. Sullivan

F. E. Gibbon

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(4)

(2)

I, Albert H. T. Banzhaf, hereby acknowledge receipt from Majestic Motion Picture Company of

1. Certificates, as follows, for capital stock of Wark Producing Corporation:

a.o.w.B.

# 4	for 250 shares
# 5	for 50 shares
# 6	for 300 shares
	600 shares

2. In consideration of such transfer, I agree to hold the said certificates in trust for the following purposes:

(a) To transfer to each subscriber for certificates of indebtedness of Wark Producing Corporation, upon payment of his subscription, one share of such capital stock for each thousand dollars face value of such certificates of indebtedness.

(b) To transfer to Triangle Film Corporation, upon its agreement to advance Ten thousand ($10,000) dollars toward the cost of the production and exploitation of the photoplay "The Mother and the Law" after Three hundred thousand ($300,000) dollars shall have been advanced for that purpose by others, approximately upon the terms and conditions set forth in the proposed agreement hereto annexed, one share of said stock for each share of stock transferred to holders of certificates of indebtedness, in accordance with the preceding paragraph hereof, so that if the whole Three hundred thousand ($300,000) dollar issue of certificates of indebtedness be subscribed and paid for, three hundred shares of such stock shall be transferred to Triangle Film Corporation, and if a less amount be subscribed for, a less amount shall be so transferred in proportion.

(c) To transfer the balance of the said shares of stock to Wark Producing Corporation if the whole thereof shall be not required or used as aforesaid.

WITNESS my hand and seal this 28 day of December 1915.

Albert H. T. Banzhaf (Seal)

State of New York)
)ss.
City & County of New York)

On this day of December 1915, before me personally came ALBERT H. T. BANZHAF to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

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12-27-15

(5)

MEMORANDUM OF AGREEMENT between ALBERT H. T. BANZHAF, of New York City, WARK PRODUCING CORPORATION, a New York corporation, and TRIANGLE FILM CORPORATION, a Virginia corporation, hereinafter respectively referred to as "Mr. Banzhaf", "Wark Company" and "Triangle Company".

1. Upon the execution and delivery of this instrument Mr. Banzhaf has transferred to Triangle Company three hundred (300) shares of the capital stock of Wark Company, full paid and non-assessable.

2. In consideration of such transfer, Triangle Company hereby agrees to and with Wark Company that if the production and exploitation of the motion picture photoplay entitled "The Woman and The Law", now owned by Wark Company, up to the time of the first public presentation thereof before an audience for hire, as the commencement of a proposed continued engagement, shall exceed the sum of $300,000, that Triangle Company will advance to Wark Company the additional cost of production and exploitation in excess of $300,000 up to the sum of $10,000.

3. Wark Company agrees to repay any advances so made by Triangle Company, plus ten per cent. of the amount thereof, before paying any dividends or distributing any of its profits to its stockholders, but after it shall have repaid to the persons advancing the same, the cost of said production and exploitation up to the sum of $300,000 with all interest and other charges thereon, in accordance with the agreement with the respective persons advancing said sums.

IN WITNESS WHEREOF Mr. Banzhaf has hereunto set his hand and seal, and Wark Company and Triangle Company have caused these presents to be signed by their respective and their respective corporate seals to be hereunto affixed, the day of

Draft #2
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December, 1915.

.....(L.S.)

WARK PRODUCING CORPORATION

By.....

TRIANGLE FILM CORPORATION

By.....

Draft #2
12-27-15

(6)

New York, December 27, 1915.

Wark Producing Corporation,

New York City.

Gentlemen:

The undersigned, Majestic Motion Picture Company, is the owner of the negative and of all rights to the uncompleted photoplay entitled "The Mother and The Law," now in the course of production at the Fine Arts Studios in Los Angeles, Cal. The total investment in the said production is $179,714.07. These figures are subject to your inspection, it being intended to have them accurate.

The undersigned, H. E. Aitken, ~~xxxxxxxxxx~~ and D. W. Griffith, each has an equity in the said property.

The Photoplay is being produced under the personal direction of D. W. Griffith, who is the producer of "The Birth of a Nation," which is the most famous and probably the most successful photoplay that has ever been exploited in the United States. The company owning "The Birth of a Nation" has paid between 200% and 300% on the capitalization of $110,000 and royalties in excess of $200,000 to the author and the producer, and the three eighths of the profits now being devoted to dividends show average weekly earnings of 10% on the capitalization. Mr. Griffith plans "The Mother and The Law" to be an even greater success than its predecessor. The total cost of the picture is estimated to be around $300,000.

We offer to sell to you the title to the said negative and all rights thereunder for the sum of $200,000, or we agree to accept from you in lieu thereof 1500 shares of your capital stock, to be issued to us full paid and non-assessable, in payment for said property.

The transfer to you will be subject to the aforesaid indebtedness of Majestic Motion Picture Company amounting to $179,714.07. Majestic Motion Picture,Company is entitled, out of the earnings of said photoplay, to 20% of the amount advanced by it as a profit. The assignment to you will be subject to payment to Majestic Motion

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Picture Company
of 10% of the gross cost of the picture, such payment to be made after all of the cost of the picture has been repaid to those furnishing to you the funds therefor.

For greater convenience, please issue the 1500 shares of stock according to the orders of Majestic Motion Picture Company.

Be good enough to advise us of your acceptance or rejection of this offer, on or before January 4, 1916.

Yours truly,

MAJESTIC MOTION PICTURE COMPANY

By J. Deuming
Treasurer

H. E. Aitken

D. W. Griffith
by Albert H. Burgh
atty

Draft #1
12-19-15

In consideration of the issuance and delivery to me, the undersigned, David W. Griffith, of Los Angeles, California, of seven hundred and fifty shares, full paid and non-assessable, of the capital stock of Wark Producing Corporation, a New York corporation, I hereby assign, transfer and set over unto said Wark Producing Corporation, its successors and assigns, all of my interest, of whatsoever character, in the negative of the uncompleted photoplay entitled "The Woman and the Law," now situate at the Fine Arts Studio in Los Angeles, California, together with the right to complete the same, and to copyright the same, and all rights of any and every character in connection with the same, so that the said Wark Producing Corporation shall have, so far as I can confer the same upon it, the full and complete legal and beneficial ownership of the said negative.

I further agree that if the cost of production of the said photoplay or of the exploitation of the same up to the time of the first public presentation thereof before an audience for hire, as the commencement of a proposed continued engagement, shall exceed the sum of $310,000, I will advance to Wark Producing Corporation the additional cost of such production and exploitation in excess of $310,000 ~~up to the sum of $50,000.~~

a.d. 1.13.

Wark Producing Corporation agrees to repay any advances so made by David W. Griffith plus ten per cent of the amount thereof before paying any dividends or distributing any of its profits to its stockholders, but after it shall have repaid to the persons advancing the same, the cost of said production and exploitation up to the sum of $310,000 with all interest and other charges thereon in accordance with the agreements with the respective persons advancing said sums.

IN WITNESS WHEREOF said David W. Griffith has hereunto set his hand and seal and Wark Producing Corporation has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed, this 28 day of December 1915.

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D. W. Griffith (L.S.)

WARK PRODUCING CORPORATION

BY Albert H. Banzhaf
Pres.

State of New York)
)ss.
City & county of New York)

On this day of December 1915 before me personally came David W. Griffith to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

State of New York)
)ss.
City & County of New York)

On this day of December 1915 before me personally came , to me known, who being by me duly sworn, did depose and say: that he resides in ; that he is of Wark Producing Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Insurance
& not my office

- - - - - - - - - - - - - - - - - - - -

DAVID W. GRIFFITH

to

WARK PRODUCING CORPORATION

- - - - - - - - - - - - - - - - - - - -

ASSIGNMENT

- - - - - - - - - - - - - - - - - - - -

WALTER N. SELIGSBERG
Attorney-at-law
71 West 23rd Street
New York City

Draft #1
12-28-15

(2)

MEMORANDUM OF CLOSING VARIOUS SUBSCRIPTIONS TO WARK PRODUCING CORPORATION CERTIFICATES OF INDEBTEDNESS. Closed at the office of Walter N. Seligsberg, 71 West 23rd Street, New York City, December 28, 1915, between 1: and 1:45 P. M.

PRESENT: W. N. Seligsberg
A. H. T. Banzhaf
J. H. Dougherty, Jr.

(a) We received from E. J. Banzhaf check #995 on Equitable Trust Company of New York for $2500 and check #130 on Metropolitan Bank for $2500 and we delivered to him certificates of indebtedness Nos. 188 to 192 inclusive, and certificate #14 for 5 shares of stock of Wark Producing Corporation.

(b) We received from Robert H. Mainzer certified check #138561 of Hallgarten & Co. on Bank of America, for $110,000 and delivered to him the following:

Certificates of indebtesness Nos. 1 to 110 inclusive in the name of Norman Hall, and stock certificates as follows:

No. 21	38 shares	Norman Hall
22	10 "	Hugo Blumenthal
23	10 "	Henry W. Putnam
24	10 "	Robert H. Mainzer
25	5 "	John R. Hall
27	2 "	Herbert R. Mainzer
28	10 "	Robert Sterling Clark
29	10 "	Stephen Carlton Clark
30	1 "	W. Beach Day
31	4 "	Douglas T. Johnston
32	10 "	Oscar L. Richard

(c) Received from Central Trust Company its check on Mechanics & Metals National Bank for $25,000 and we delivered to it certificates of indebtedness in the name of S. H. Tallman Nos. 198 to 222 inclusive, and stock certificate No. 20 in the name of S. H. Tallman for 25 shares.

(d) Received from Albert Stern certified check No. 9391 of Herzfeld & Stern on Mechanics and Metals National Bank for $10,000 and we delivered to him certificates of indebtedness Nos. 111 to 120 inclusive and stock certificate #13 for 10 shares.

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(e) Received from W. N. Seligsberg his check No. 147 on Garfield National Bank for $5,000 and delivered to him certificates of indebtedness and stock certificates as follows:

Name	Certificate of Indebtedness #	Stock Certificate No.	No. of Shares of Stock
W. N. Seligsberg	121	8	1
L. Seligsberg	122	9	1
Emil Oppenheimer	123	10	1
C. E. Sterrett	124-125	11	2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

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CERTIFICATES OF INDEBTEDNESS

NOS. 1 – 300

WARK PRODUCING COMPANY PROMISES TO PAY: $1000 each certificate + 6% per annum. Due date July 1, 1917

Temporarily stored on metal sheeves, 3rd up, extreme left

Certificate No. _____

For _____ *Shares*

Issued to

_____

_____

_____

Dated _____ *19*__

From whom Transferred

_____

Dated _____ *19*__

No. Original Certificate	No. Original Shares	No. of Shares Transferred

Received Certificate No. _____

for _____ *Shares*

Dated _____ *19*__

P.18

Number _____ INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK _____ **Shares**

Wark Producing Corporation

Capital Stock 1,500 Shares

Without Nominal or Par Value

This Certifies that _____ *is the owner of* _____ *full paid and non-assessable Shares of the Capital Stock of* **Wark Producing Corporation,** *transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.*

Witness the seal of the Corporation and the signatures of its duly authorized officers affixed this _____ *day of* _____ *19*__

_____ SECRETARY TREASURER

_____ PRESIDENT VICE-PRESIDENT

W. N. PERRIN & CO. INC. NEW YORK.

For value Received ____ hereby sell, assign and transfer unto

_____

_____ Shares of the Capital Stock represented by the within Certificate and do hereby irrevocably constitute and appoint

_____ Attorney to transfer the said stock on the Books of the within named Company with full power of substitution in the premises.

Dated _____ 19__

_____

In Presence of

_____

Notice! The Signature to this Assignment must correspond with the name as written upon the face of the Certificate in every particular without alteration or enlargement or any change whatever.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY.

Wark

SUBSCRIPTION AGREEMENT.

We, the undersigned, hereby subscribe for and agree to take the number of One Thousand Dollar Certificates of Indebtedness of WARK PRODUCING CORPORATION set opposite our respective signatures at the foot hereof and severally agree to pay to the Treasurer of said Corporation on demand (or in stated installments) the sum of one thousand dollars on account of each Certificate for which our respective subscriptions are accepted, hereby irrevocably authorizing said Corporation to accept our respective subscriptions for their full amounts or, in case the total proposed issue of $300,000 is over subscribed, for such part of their full amounts as said Corporation may in each instance determine. But each subscriber executes this instrument and makes his subscription subject to the following conditions: that said Certificates of Indebtedness be of like substance and similar language and form to the draft hereto annexed; that said Corporation agree to issue to each subscriber in consideration of his subscription a Certificate for one share of its common stock to accompany each One Thousand Dollar Certificate of Indebtedness and to deliver one share of stock and one Certificate of Indebtedness upon payment of each subscription of $1,000; and that subscriptions for a total principal sum of $250,000 of said Certificates of Indebtedness be received by January 3, 1916.

Name	*Address*	*No. of Certificates Subscribed for*

No.....

CERTIFICATE OF INDEBTEDNESS.

Mark Producing Corporation, a corporation organized and existing under the laws of the State of New York (hereinafter termed The Corporation), for value received, hereby promises to pay to ,

at the time and upon the terms and conditions hereinafter set forth, the principal sum of one thousand dollars gold coin of the United States of America of or equal to the present standard of weight and fineness, and interest on such sum, as herein specified. This certificate is one of an issue of three hundred, numbered consecutively, all in substantially the same form and language and for the same amount, and all issued at or about the same time. This certificate shall not be valid for any purpose until and unless registered on the books of the Title Guarantee and Trust Company at its offices in the City of New York, such registry being noted hereon, and shall be transferable only at the office of said Title Guarantee and Trust Company (or any successor as Registrar apointed by The Corporation) by the registered owner hereof in person, or by attorney duly authorized, and upon presentation of this certificate.

The Corporation hereby covenants that it will pay interest upon the unpaid balance of said sum of $1,000 at the rate of six per cent. per year payable semi-annually, commencing on the first day of January, 1917, and not sooner, and that payments of interest will be made by check mailed on the interest dates, viz., July 1, 1917, and semi-annually thereafter, to the registered holder hereof at the address appearing on the books of the registrar of these certificates.

The Corporation hereby agrees that the principal sum hereof shall be due and will be paid, upon surrender of this certificate, at its office in the City of New York on the 1st day of January, 1921. But The Corporation reserves the right at any time, upon ten days' notice in writing to the registered holder hereof to be mailed to the address appearing on the books of the Registrar of these certificates, to declare due and payable upon the date stated in said notice, the entire principal sum of each and every certificate of indebtedness of this issue, or an equal fraction of the principal sum of each such certificate; thereupon, in accordance with such notice, it shall pay to,—or set apart for,—the holder hereof, the principal amount so declared due, together with all accrued interest thereon and a premium (hereinafter described) of ten per cent. upon such principal amount, and upon such payment The Corporation shall be entitled to receive credit on the face or reverse of this instrument for the amount so paid. The Corporation may, at its election, in like manner, make further fractional payments, until all the certificates are wholly paid off, but no payment shall at any time be made or amount declared due upon any

certificate of this issue except upon equal terms with each other certificate. The Corporation further covenants, anything herein to the contrary notwithstanding, that upon the principal sum hereof, or any part thereof, becoming due, it will pay to the registered holder hereof a premium of ten per cent. upon the principal sum or part thereof so becoming due, in addition to any interest that may have accrued.

The Corporation further covenants with the registered holder of this certificate that it will not declare or pay any dividends of any kind upon any part of its capital stock before or until the principal sum of this certificate and all premiums and accrued interest shall have been paid in full.

So long as there remains unpaid any part of the indebtedness evidenced by any of the certificates of indebtedness of the series whereof this certificate is one, The Corporation further covenants with the holder hereof that its books of account and records shall be open for monthly inspection and examination, by such public accountant as may be chosen for that purpose by the registered holders for the time being of a majority of the then outstanding certificates of this series. The registered holder hereof by accepting this certificate agrees that any certified public accountant named by the Registrar of these certificates shall be conclusively deemed to have been assented to by a majority of the holders of these certificates until and unless a written designation of some other such accountant shall be signed and acknowledged according to the laws of the State of New York by said Registrar, and served upon the President or Vice-President of The Corporation, and that any designation so made shall continue in full force and effect until revoked by a similar instrument substituting a new accountant for such inspection. The reasonable charges of such accountants as well as of the Registrar shall be borne by The Corporation.

In witness whereof the said Wark Producing Corporation has caused these presents to be executed on its behalf by its President and its corporate seal to be affixed and attested by its Secretary, the day of December, 1915.

WARK PRODUCING CORPORATION,

By

President.

Attest

Secretary.

Date of Registry	*Name of Holder*	*Signature of Registrar*

Whereas, the Wark Producing Corporation, a New York corporation, has authorized and issued or is about to issue its One Thousand Dollar Certificates of Indebtedness in the form hereto annexed for a total sum of $300,000, and

WHEREAS, Title Guarantee & Trust Company, a New York corporation, has agreed to act as Registrar of said Certificates,

NOW, THEREFORE, THIS AGREEMENT, dated December 28, 1915, and entered into by and between Title Guarantee & Trust Company, hereinafter termed "The Registrar," as party of the first part, and the registered holders of said One Thousand Dollar Certificates of Indebtedness of Wark Producing Corporation, as parties of the second part, WITNESSETH:

The Registrar agrees with the several holders of such Certificates that it will, at all times during the life of such Certificates, maintain at its office in the Borough of Manhattan, New York City, books for the registration of the names and addresses of the holders of such Certificates and will enter thereon the name and address of any holder to whom any Certificate or Certificates may be issued or transferred. Upon presentation of any Certificate by the registered holder thereof or by his agent thereto authorized in writing, The Registrar will note the name of the transferee upon such certificate, and his name and address on its books. The designation of an agent for purposes of transferring any Certificate shall be by written instrument in form acceptable to the Registrar, which may, in its discretion, require any such instrument to be acknowledged in the manner provided by the laws of the State of New York for deeds of real estate. And the parties hereto of the second part severally agree with The Registrar and with said Wark Producing Corporation that the registered holder for the time being of any Certificate or Certificates may for all purposes be deemed and treated as the sole lawful owner thereof, notwithstanding any knowledge or notice to the contrary.

The Registrar agrees with the registered holders for the time being of said Certificates, and each of them, that it will designate as the accountant referred to in said Certificates of Indebtedness, any person chosen by the registered holders of a majority in amount of said Certificates. The parties of the second part jointly and severally agree with The Registrar and with said Wark Producing Corporation that until further designation be made, as hereinafter provided, Messrs. Lybrand, Ross Brothers and Montgomery are and shall be deemed the accountants representing them for the purposes specified in the Certificates of Indebtedness; and that a new accountant shall be appointed by The Registrar only upon receipt by it of an instrument in writing signed by the registered holders at the date of said instrument of a majority of the outstanding Certificates of Indebtedness, and duly acknowledged in the manner provided by the laws of the State of New York for deeds of real estate by each and every such registered holder whose name is subscribed thereto, designating some other accountant. Upon receipt of such an instrument The Registrar agrees that it will at once designate as accountant the person or firm specified in said instrument. Further changes of accountant may be

made from time to time in like manner, but it is understood and agreed that no designation of any accountant shall be deemed valid or binding for the purposes of this agreement, or shall require or receive any consideration by The Registrar, except when executed as hereinbefore provided.

In the event that any tax or charge upon the transfer or registry of the Certificates of Indebtedness be imposed by State or Federal law, The Registrar may refuse to register any transfer until and unless all charges so imposed by law upon the transfer have been paid or provided for.

The parties of the second part hereto, and their successors, severally agree that The Registrar shall not be liable to them or any of them for or by reason of any act or omission of it or its agents in relation to the registry of these Certificates, or the designation of a certified public accountant, or any other matter or thing whatever, save and except in case of gross negligence or wilful wrongdoing.

The parties of the second part severally agree that they will designate at the time of the registry of any Certificate or Certificates in their names by The Registrar, their respective addresses (which may be changed from time to time by notice in writing delivered to The Registrar at its office) and that any notice or interest check mailed in a sealed and properly stamped envelope to the address last appearing on the registry books of The Registrar shall be conclusively deemed to have been received by the addressee in due course of the mails, whether mailed by The Registrar or by said Wark Producing Corporation. In the absence of designation of another address, the ones signed by the respective parties of the second part opposite their signatures to the subscription agreement for said Certificates of Indebtedness may be deemed their several proper addresses and entered as such upon the books of The Registrar.

Any future holder, by transfer or original issue, of one or more of said Certificates of Indebtedness may become a party hereto and subscribe the original hereof upon his request; and by receiving any of said Certificates of Indebtedness and causing or permitting the same to be registered in his name, the person or corporation so becoming a registered holder of Certificates, shall have the rights and be subject to the conditions herein set forth, the same as if he were a party hereto of the second part.

The signatures of the various parties hereto may be affixed respectively to several counterparts of this Agreement with the same force and effect as if all had subscribed the same counterpart.

In witness whereof, said Title Guarantee & Trust Company has caused these presents to be executed by its duly authorized officials, and the parties of the second part have signed their names, as of the day and year aforesaid.

(5)

B Y - L A W S

OF

WARK PRODUCING CORPORATION.

ARTICLE I.

Sec. 1. ANNUAL MEETINGS. The annual meeting of stockholders for the election of directors for the ensuing year and for such other business as may properly come before the meeting, shall be held at the office of the company in the Borough of Manhattan, City and State of New York, on the second day of January of each year, at eleven o'clock in the forenoon of that day, and should the second day of January fall on a Sunday or a legal holiday, then upon the first day thereafter not a legal holiday. The secretary shall serve personally or send through the Post Office, at least ten days before such meeting, a notice thereof addressed to each stockholder at his last known Post Office address, and publish notice thereof as required by law. At all meetings of stockholders, except where it is otherwise provided by law, it shall be necessary that stockholders representing in person or by proxy a majority of the capital stock shall be present to constitute a quorum. In case a quorum shall not be present at any meeting, a majority of those present may adjourn the meeting to some future time for the transaction of the business for which the same may have been called.

Sec. 2. SPECIAL MEETINGS. Special meetings of stockholders, other than those regulated by statute, may be called at any time by the president or by a majority of the directors upon ten days' notice to each stockholder of record, such notice to contain a statement of the business to be transacted at such meeting and to be served personally or sent through the Post Office, addressed to each such stockholder of record at his last known Post Office address.

The Board of Directors shall also in like manner call a

special meeting of stockholders, whenever so requested in writing by stockholders representing not less than one third of the capital stock of the company.

No business other than that specified in the call for the meetings shall be transacted at any special meeting of the stockholders.

Sec. 3. VOTING. At all meetings of the stockholders and at all elections of directors, each stockholder in person or by proxy shall be entitled to cast one vote for each share of stock standing in his name on the transfer books of the company on the day ten days prior to the date of the meeting. All proxies shall be in writing and shall be filed with the secretary at or previous to the time of the meeting.

Sec. 4. ORDER OF BUSINESS. At all meetings of stockholders, the following order of business shall be observed, so far as consistent with the purposes of the meeting, viz.;

1. Call of roll.
2. Report of proper notice of meeting.
3. Reading minutes of preceding meeting, and action thereon.
4. Report of president.
5. Report of secretary.
6. Report of treasurer.
7. Report of committees (if any).
8. Election of Directors.
9. Unfinished business.
10. New business.

ARTICLE II.

DIRECTORS.

Sec. 1. NUMBER. The affairs of the business of the company shall be managed by a Board of five Directors who need not be stockholders, and at least one of such directors shall be a resident of the State of New York.

Sec. 2. HOW ELECTED. At the annual meeting the five persons receiving a plurality of the votes cast at the election held thereat, shall be directors for the ensuing year.

Sec. 3. TERM OF OFFICE. The term of office of each of the directors shall be one year and thereafter until a successor be elected.

Sec. 4. DUTIES OF DIRECTORS. The board of directors shall have the control and general management of the affairs and business of the company and may delegate said control and general management of the business affairs of the company to its president or other officer or general manager. Such directors shall in all cases act as a board, regularly convened by a majority thereof, and they may adopt such rules and regulations for the conduct of their meetings and the management of the company as they may deem proper, not inconsistent with these by-laws and the laws of the State of New York.

SECTION 5. DIRECTORS MEETINGS. (a) Regular meetings of the board of directors shall be held at such times as the board shall designate. Special meetings of the board of directors may be called by the president. Special meetings must be called by the president, the Vice-president or the secretary upon the written request of two directors.

(b) Notice of special meetings of the board of directors shall be given by service upon each director in person or by mailing to him at his last known Post Office address, at least four days before the date therein designated for such meeting, including the day of mailing of a written or printed notice thereof, signed by the secretary, specifying the time and place of such meeting.

(c) In the case of special meetings, such notice shall specify the business to be brought before the meeting and no business other than that specified in such notice shall be transacted at any special meeting.

(d) At any meeting of the board of directors a majority of the whole number of directors shall constitute a lawful quorum for the transaction of business; but in the event of a quorum not being present, a less number may adjourn the meeting to some future

time not more than twenty days later.

(e) At all meetings of the board of directors, each director is to have one vote, irrespective of the number of shares of stock of this company that he may hold.

(f) At any meeting at which every member of the board of directors shall be present, though held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

Sec. 6. VACANCIES. Whenever any vacancy shall occur in the board of directors by death, resignation or otherwise, the same shall be filled without undue delay at a special meeting of the board of directors which shall be called for that purpose. Such special meeting shall be held within sixty days after the occurrence of such vacancy. The person chosen shall hold office until the next annual meeting or until his successor shall be chosen at a special meeting of the shareholders.

ARTICLE III.

OFFICERS.

Sec. 1. NUMBER OF OFFICERS. The officers of the company shall be a president, a vicepresident, a treasurer, and a secretary, but the person holding the office of treasurer may also hold that of secretary. The president and the vice-president shall be directors of the company.

Sec. 2. ELECTION OF OFFICERS. The officers of the company shall be chosen annually by the board of directors immediately after the election of each new board and shall hold office until their successors are duly chosen and qualified.

Sec. 3. REMOVAL OF OFFICERS. Any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the board, provided not less than three directors vote in

favor of such removal.

Sec. 4. THE PRESIDENT: The president shall:

a. Preside at all meetings of the Board of Directors.

b. Call to order and act as temporary chairman at all meetings of stockholders.

c. Present at each stockholders stated meeting a report of the condition of the business of the company.

d. Order the regular and special meetings of the stockholders and directors in accordance with these by-laws.

e. Appoint and remove (subject to the approval of the board of directors) all servants, agents and employees of the company, other than the vice-president, secretary and treasurer, and fix their compensation, subject to like approval of the board of directors.

f. Make and sign all contracts and agreements, subject to the approval of the board of directors, and see that they are properly carried out.

g. See that the books, reports, statements and certificates required by the statutes under which this company is organized are properly kept, made and filed according to law.

h. Countersign all checks, notes, drafts or bills of exchange drawn by the treasurer.

i. Enforce these by-laws.

j. Do and perform all acts incident to the position of president, or which are authorized or required by law.

Sec. 5. THE VICE-PRESIDENT. The vice-president shall, during the absence or inability of the president, do and perform all the duties of the president as set forth in these by-laws or in the acts under which this company is organized, and when so acting shall have all the powers and be subject to all the restrictions thereby given to or imposed upon said president.

Sec. 6. THE SECRETARY. The secretary shall:

a. Keep the minutes of the meetings of the board of directors and of the stockholders in appropriate books.

b. Give and serve all notices of the company,

c. Be custodian of the records and of the seal and affix the latter when required.

d. Keep the stock and transfer books in such a manner as to show at any time the amount of capital stock,

the manner and the time the same was paid in, the names of the owners thereof, alphabetically arranged, and their respective places of residence, and their Post Office addresses, the number of shares owned by each and the time at which each person became such owner, and keep such stock and transfer books open daily during the usual hours of business at the office of the company, subject to the inspection of any stockholder or judgment-creditor of the company, and permit such stockholder or judgment-creditor of the company to make extracts from said books to the extent and as prescribed by law.

e. Lay before the board of directors at their stated meetings all communications addressed to him officially by the president or any officer or shareholder of the company.

f. Attend to all correspondence and perform all the duties incident to the office of secretary.

Sec. 7. TEMPORARY SECRETARY. In the absence or disability of the secretary, the directors may appoint a secretary pro tem, who shall have the powers and be subject to the responsibilities of the secretary for so long as the board may direct.

Sec. 8. THE TREASURER. The treasurer shall:

a. Have the care and custody of and be responsible for all the funds and securities of the company and deposit all such funds in the name of the company in such a bank as the directors may designate.

b. Sign all checks, drafts, and orders for the payment of money, which shall be countersigned by the president, and to pay out and dispose of the same under the direction of the president.

c. Exhibit at all reasonable times his books and accounts to any director or stockholder of the company upon application at the office of the company during business hours.

d. Render a statement of the condition of the finances of the company at each stated meeting of the board of directors, if called upon so to do, and a full financial report at the annual meeting of the stockholders.

e. Generally perform all the duties appertaining to the office of treasurer.

Sec. 9. TEMPORARY TREASURER. In the absence or disability of the treasurer, a majority of the board of directors may appoint a treasurer pro tem, who shall have such powers during the absence of the treasurer as shall be given him by the board of directors.

Sec. 10. TREASURER'S BOND. The treasurer shall, if required by the board of directors, give to the company such security for the faithful discharge of his duties as the board may direct.

Sec. 11. VACANCIES, HOW FILLED. Should any vacancy occur by death, resignation or otherwise, the same shall be filled without undue delay by the board of directors, at a special or regular meeting.

Sec. 12. The funds of the company shall be under the control of the board of directors and may be kept on deposit with such depositories as the board of directors may select, and shall be subject to withdrawal in such manner as said board shall determine.

ARTICLE IV.

Sec. 1. INSPECTORS OF ELECTION. Two inspectors of election shall be elected at each annual meeting of stockholders to serve for one year, and in the case of the refusal or inability of either or all of them to act, or his or their absence at the time of election, the meeting may appoint another or others to act in his or their place. But the inspectors of the first election of directors and of all previous meetings of the stockholders shall be appointed by the board of directors named in the certificate of incorporation. No director shall be eligible to election as inspector. Every inspector shall, before entering upon the discharge of his duties, be sworn to faithfully execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability, and such oath shall be subscribed by him and immediately filed in the office of the clerk of the county in which such election or meeting shall be held with a certificate of the result of the vote taken thereat, as provided by Section 28 of the Stock Corporation Law. An inspector need not be a stockholder.

ARTICLE V .

CERTIFICATES OF STOCK.

Sec. 1. DESCRIPTION OF STOCK CERTIFICATE. The certificates of stock shall be numbered and registered in the order in which they are issued. They shall be bound in a book and shall be issued in consecutive order therefrom, and in the margin thereof shall be entered the name of the person owning the shares therein represented, with the number of shares and the date thereof.

Such certificates shall show plainly the holder's name, and the number of shares held. They shall be signed by the president or vice-president and countersigned by the treasurer or the secretary and sealed with the seal of the company.

Sec. 2. TRANSFER OF STOCK. The stock of the corporation shall be assignable and transferable on the books of the company only by the person in whose name it appears on said books, or by his legal representatives. In case of transfer by attorney, the power of attorney duly executed and acknowledged shall be deposited with the secretary. In all cases of transfer, the former certificate must be surrendered up and cancelled before a new certificate is issued.

No transfer shall be made upon the books of the company within ten days next preceding the annual meeting of the shareholders.

Sec. 3. LOST CERTIFICATES. If the holder of any stock shall lose the certificate thereof, he shall immediately notify the company of the facts and the board of directors may then cause a new certificate to be issued to him, subject to the deposit of a bond in such form and with such sureties as the board may require.

ARTICLE VI .

DIVIDENDS.

The Board of Directors shall by vote declare dividends from the surplus profits of the company whenever in their opinion the condition of the company's affairs will render it expedient for such dividends to be declared by them. The transfer book shall be closed at least ten days previous to the date of the payment of the dividends.

ARTICLE VII.

BILLS, NOTES, ETC.

Sec. 1. The notes of the company shall be deposited in such banking institutions as shall be designated by the board of directors and shall be subject to check or draft signed and countersigned in the name of the corporation by such officers as the board of directors may designate.

Sec. 2. Until otherwise ordered by the board of directors all checks, drafts, notes or other negotiable instruments of the company shall be made in the name of the corporation and shall be signed by the treasurer or the secretary and countersigned by the president or vicepresident.

Sec. 3. No officer or agent of the company, either severally or jointly with others, shall have the power to make any bill payable, note or check or other negotiable instrument, or endorse the same in the name of the company, or contract or cause to be contracted any debt or liability in the name or on behalf of the company, except as herein expressly prescribed and provided.

ARTICLE VIII.

Sec. 1. Whenever the provisions of these by-laws or of the certificate of incorporation or pursuant to law the stockholders or directors are authorized or directed to hold any meeting or perform any act after notice or after the lapse of any prescribed period of time, such meeting may be held or such act may be performed without notice, and without such lapse of time, upon a written waiver of such notice or lapse of time, signed by each person entitled to notice or entitled to insist upon such lapse of time.

ARTICLE IX.

AMENDMENTS.

Sec. 1. These by-laws may be altered, amended or added to by an affirmative vote of the stockholders representing a majority of the whole capital stock at an annual meeting or at a special meeting called for that purpose provided that a written notice shall have been sent to each stockholder of record at his last known Post Office address at least ten days before the date of such annual or special meeting, which notice shall state the alterations, amendments or changes which are proposed to be made in such by-laws. Only such changes as have been specified in the notice shall be made.

TO THE BOARD OF DIRECTORS OF WARK PRODUCING CORPORATION.

Gentlemen:-

I hereby tender my resignation as a Director of the above named corporation, to take effect upon the acceptance thereof by your Board.

Dated, New York, December 28th 1915.

Theodore Mitchell

(6)

New York,

Wark Producing Corporation

Gentlemen:

I hereby resign as director of Wark Producing Corporation, this resignation to take effect upon its delivery to the Board of Directors of said corporation.

Yours truly

H. G. Grubbon

New York,

Wark Producing Corporation

Gentlemen:

I hereby resign as director of Wark Producing Corporation, this resignation to take effect upon its delivery to the Board of Directors of said corporation.

Yours truly

A. Schmidt Jr

New York,

Wark Producing Corporation

Gentlemen:

I hereby resign as director of Wark Producing Corporation, this resignation to take effect upon its delivery to the Board of Directors of said corporation.

Yours truly

G. Sullivan

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TO THE BOARD OF DIRECTORS OF

WARK PRODUCING CORPORATION.

GENTLEMEN:-

I hereby tender my resignation as Treasurer of the above named corporation, to take effect upon the acceptance thereof by your Board.

Dated, New York, December 28th 1915.

_____

CENTRAL UNION

CENTRAL

TRUST COMPANY

OF NEW YORK.

FORTY-SECOND STREET BRANCH

IN ACCOUNT WITH

[illegible]

INTEREST CREDITED

JANUARY 1ST AND JULY 1ST.

Central Trust Co. of N. Y. reserves the right to require Five days' notice prior to withdrawal of deposits.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Dr. CENTRAL TRUST COMPANY, *in acc't*
(Forty-Second Street Branch)

with Mark Producing Corporation **Cr.**

1915				July 31		E	5000
Dec 28			15000 —	Aug	7	G	2000 —
Jan 5		E	10000		11	G	3000 —
17		E	3500		15	E	6000
17	Dep		37000		18	G	3000
18	Dep		31500		23	G	11000 —
Feb 5		G	2000		30	E	5000
17		G	5000	Sept	5	G	2800 —
25		E	10000 —		7	E	8000
28		E	27000		9	G	5000 —
Mar 10		G	16000		11	G	1718 26
28		G	14000		12	E	10000
Apr 4		G	6000 —		14	E	11094 06
8		G	3000		16	G	6 —
May 5		G	10000 —		18	E	183 65
11		E	14 70		19	E	5000 —
July 19		E	8000				

Dr. CENTRAL TRUST COMPANY, *in acc't*
(Forty-Second Street Branch)

with Mark Producing Corporation **Cr.**

Sept	20	E	821		Dec	5	14	2260 12
	23	G	200 —			8		200 —
	27	E	344 95			11	E	2281 70
Oct	2	E	1660 58			13		7191
	7	E	1500			18		19376
	14	G	2500 —			18		131885
	17	G	2500			22	14	8000 —
	28	G	3111 23			26	E	604 95
Nov	4		4985 43			28	E	2500
	6	E	4973 44			30		7000 —
	11		2520 56		Jan	2	E	2527 57
	13		6648 68			6	E	2010 38
	18	E	1811 25			10	E	1721 79
	21		6286 39			12		63 59
Dec	27		1727 15			13		757 08
	2		1371 3			16	E	[illegible]

Dr. CENTRAL TRUST COMPANY, *in acc't*
(Forty-Second Street Branch)

with *Mark Producing Corporation* **Cr.**

Jan	22	E	301167	Feb	21	"	419996
	23	"	154140		23	"	462925
	24	"	219655		24	"	96552
	25	"	136880		28	"	375428
	29	"	102952	Mch	1	"	524764
	30	"	98842		5	"	225179
	31	"	418340		6	M	64408
Feb.	3	E	215454		7	"	761029
	6	M	91542		10	"	105487
	7	"	243839		14	"	1367120
	8	"	676863		16	"	432571
	9	"	427513		20	"	312389
	13	"	1990 —		22	"	367909
	14	M	116740		24	M	13760
	15	"	227842		28	"	769312
	16	"	286676		29	M	216380

Dr. CENTRAL TRUST COMPANY, *in acc't* (Forty-Second Street Branch) *with* Mark Producing Corporation **Cr.**

Apl	2	⊕	27000 —	May	11	⊕	2723 88
	4	M	172528		14	M	23800
	5	M	410740		14	Coll Fee	20000 —
	11	M	28362		17	⊕	4893 34
	10	"	3102		24	⊕	13348 58
	12	"	17338		28	⊕	2851 9
	14	⊕	53350		29	Coll	127 35
	19	⊕	303315		31	M	29835 8
	24	Dep.	500 —		31	Dep.	5239
	25	⊕	3434	June	1	⊕	2164 7
	28	M	1064		7	M	307278
	26	Dep.	10000		11	⊕	60209
May	1	⊕	107004		14	⊕	1381 9
	4	⊕	316904		19	M	23800
	8	⊕	569865		20	"	4445 4
	10	M	578972		23	M	50

Dr. CENTRAL TRUST COMPANY, *in acc't* with *Mark Producing Corporation* **Cr.**

(Forty-Second Street Branch)

1917				Sep	8		19290
June 27			275 26		14		2956223
30			50	Oct	19		1550 —
July 5			15632		26		117628
6			48 —		15		5359130
13			16	Nov	2		400 —
14			4000		3		29558
17			584 37		9		1071 50
20			14980		~~10~~		~~2169 33~~
Aug 8			530 —		10		50 —
9			1254		14		683853
10			3686		16		250 —
16			37319		30		2671 50
18			172 —	Dec	7		1261 0
22			146587 5		11		20705 50
25			192		21		67
Sept 7			148910				

Dr. CENTRAL TRUST COMPANY, *in acc't* with Mark Producing Corporation **Cr.**

(Forty-Second Street Branch)

1918				1918			
Jan 5	M	2025		July	3	D	860555
11	M	875937			5	⊘	58054
12	M	594465			10	D	1020 —
22	M	8600			12	D	102891
26	M	400			26.	D	71120
Feb 9	M	596150		Aug	8	K	67920
Mch 9	M	1116850			19	⊘	1050
23	M	63135			23.	D	1000 —
29	M	150270			29.	D	7000 —
apl 12	D	940041		Sept.	5	D	151747
May 3	D	1400 —			20	D	5125 —
11	G	1140370		Oct	2	D	5000 —
14	D	3060 —			16.	D	10166 —
14	D	890252			18.	D	3125
21	D	287690		Nov	1	D	370 —
27	D	7816			8	⊘	1000

Dr. CENTRAL TRUST COMPANY, *in acc't*
(Forty-Second Street Branch)

with *Wark Producing Corporation* **Cr.**

Nov	15	D	70	1919 apl	11	#	50 ✓
	N	D Cerce	63983		W	R	75 - ✓
	18	#	12000 -	May	9	#	5000 - ✓
	27.	#	20245 -		10	R	13 ✓
Dec.	6	#	152346.		19.	#	4000 - ✓
	21	#	44915		19	Cerce.	38951 ✓
	23	#	14896 8		21	#	127780 ✓
1919 Jan	3	#	7856		28	#	484880 ✓
	10	D	68270	June	2	D	95352 ✓
	17	D	88534		13	#	32558
	24	#	48871		18	D	2000
	31	D	141765		26	"	500 -
Feb	15	D	109956	July	3	#	1581563
Mch	17	Def #	1429 ✓		10	#	395391
	26	#	22500 - ✓		17	D	27506
apl.	1	#	131299 ✓				

Dr. CENTRAL TRUST COMPANY, *in acc't*
(Forty-Second Street Branch)

with *Mark Producing Corporation* **Cr.**

July 25			438372	1919 Sept	11	"	72695
28.	"		1861709		16	"	174513
31.	"		3529 -		18.	"	123965
Aug. 6	"		215502		22.	"	49940
13	"		348060.		23		31685
14.	"		2000 -		25		511201
18	"		100250 ✓		30.	"	711280
21.	"		300 - ✓	Sept. 2		"	307317
23.	"		620875 ✓	Oct	4		310075
25.	"		334870 ✓		7		146044
27	"		10987 - ✓		11		97250
27	"		2250 - ✓		14	"	402690
28.	"		23475 ✓		16	"	122314
Sept. 3	"		53550		21		145564
6.	"		64722		23	"	45618
12.	"		9622		23	"	559576

Dr. CENTRAL TRUST COMPANY, *in acc't* *with* *Mark Producing Corporation* **Cr.**

(Forty-Second Street Branch)

Feb. 23	Vouch.	1625 —	Nov	26	106547
25	"	142026		28	37633
27	"	112505	Dec	2	226687
29	"	153743		4	115096
29	Cert.	172414		9	1255630
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Nov. 5	"	269077		16	85766
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Apr 17			188095
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Collections

May 7	Westcott Film Corp	20,000-
May 28	Pratt Sidney Australia £26-16-3.	
11/12/18	£134-11-6-	
3/15/19	M.O. £2-18-8-	
3/1/20.	Grand Theatre	1000-

Wark

MAJESTIC MOTION PICTURE COMPANY

IN ACCOUNT WITH

"THE WOMAN AND THE LAW"

DR. | CR.

1915				1915	
Nov. 30 -	Charged N. Y. Books through Los Angeles		96563.87	Dec.30th By Cash, Wark Production Co.	60000.00
" 30	Charged N.Y. Books through Los Angeles			" 30th By Cash "	24850.20
	D.W.Griffith Investment		24000.00	" 31st By " "	36563.87
	R.E. Aitken Investment		10300.00	Balance	58300.00
	Investment a/c				
Dec. 7th	R.E. Aitken	2500.00			
" 9th	" " "	5000.00			
" 13th	" " "	9000.00	16500.00		
" 20th	D.W.Griffith		7500.00		
	Unpaid Bills Los Angeles		24850.20		
			179714.07		179714.07
	To Balance		58300.00		

60
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MEMO

From K. S.

To Miss Barry

Date 5-14-40

STEPHEN CARLTON CLARK

9 Certificates of Indebtedness of the Wark Producing Company at $1,000 each at 6 per cent bought from Norman Hall, holder for the Wark Producing Company in December 29, 1915

from
Bullock

Souvenir of

D·W·GRIFFITH'S

Mighty Spectacle

SOUVENIR

The Birth of a Nation

The Most Stupendous and Fascinating Motion Picture Drama ever Created

Founded on Thomas Dixon's Story
"THE CLANSMAN"

PRODUCED UNDER THE PERSONAL DIRECTION OF

D. W. GRIFFITH

Scenario by D. W. GRIFFITH *and* FRANK E. WOODS
Music by JOSEPH CARL BREIL
Photography by G. W. BITZER

DIRECTION OF
EPOCH PRODUCING CORPORATION
H. E. AITKEN, President

PUBLISHED BY
THE EPOCH PRODUCING CORPORATION
420 LONGACRE BUILDING
NEW YORK CITY

D. W. GRIFFITH Presents

THE BIRTH OF A NATION

An Historical Drama in Two Acts

NOTE.—There will be an intermission of eight minutes between Acts I. and II.

CAST OF CHARACTERS

COL. BEN CAMERON ..... HENRY WALTHALL
MARGARET CAMERON, the elder sister ..... MIRIAM COOPER
FLORA, the pet sister ..... MAE MARSH
MRS. CAMERON ..... JOSEPHINE CROWELL
DR. CAMERON ..... SPOTTISWOODE AIKEN
WADE CAMERON, the second son ..... J. A. BERINGER
DUKE CAMERON, the youngest son ..... MAXFIELD STANLEY
MAMMY, their faithful old servant ..... JENNIE LEE
HON. AUSTIN STONEMAN, Leader of the House ..... RALPH LEWIS
ELSIE, his daughter ..... LILLIAN GISH
PHIL, his elder son ..... ELMER CLIFTON
TOD, the younger son ..... ROBERT HARRON
JEFF. the blacksmith ..... WALLACE REED
LYDIA BROWN, Stoneman's mulatto housekeeper ..... MARY ALDEN
SILAS LYNCH, mulatto Lieutenant-Governor ..... GEORGE SEIGMANN
GUS, a renegade negro ..... WALTER LONG
ABRAHAM LINCOLN ..... JOSEPH HENABERY
JOHN WILKES BOOTH ..... RAOUL WALSH
GEN. U. S. GRANT ..... DONALD CRISP
GEN. ROBT. E. LEE ..... HOWARD GAYE
NELSE, an old-fashioned negro ..... WILLIAM DEVAULL
JAKE, a black man faithful unto death ..... WILLIAM FREEMAN
STONEMAN'S SERVANT ..... THOMAS WILSON

Cabinet Members, Generals, Military Aides and Attaches, Secretaries Senators, Representatives, Visitors, Soldiers, Abolitionists, Ku Klux Klansmen, Plantation Crowds and Mobs.

THE GRIFFITH TRADE MARK.

All pictures produced by David W. Griffith have the name Griffith in the upper corners of the film and the initials D. G. on the lower border line. There are no exceptions to this rule. Mr. Griffith has several new productions under way which will be announced from time to time. His next big production will be "The Mother and the Law," a story of modern life in America.

Entire production under the personal direction of D. W. GRIFFITH.

Photography by G. W. BITZER — Music by JOSEPH CARL BREIL

Copyright 1915 by Theodore Mitchell.

David Mark Griffith

FACTS ABOUT "THE BIRTH OF A NATION"

There are over 5,000 distinct scenes in "The Birth of a Nation."

18,000 people and 3,000 horses were utilized in making the narrative.

Mr. Griffith worked for 8 months without a let up to complete the picture.

The approximate cost of the production was $500,000. The women's dresses of the period of 1860 used up 12,000 yards of cloth. Over 25,000 yards of white material were sewed into the costumes of the Ku Klux Klans.

200 seamstresses worked for two months to make these costumes historically correct and appropriately picturesque.

5,000 works and reports on the history of the Civil War and the periods immediately leading up to and following the great conflict were searched for authentic data. This research was conducted by four college professors specially engaged upon it.

Every piece of ordnance or musketry in the battle scenes is an exact reproduction of the artillery and arms used on both sides during the war of the 60's.

For the assassination of President Lincoln, Ford's Theatre, Washington, was reproduced to the smallest detail. The scene itself was taken in the presence of several eye witnesses of the actual occurrence. These witnesses were in Ford's Theatre the night John Wilkes Booth's shot laid the great Lincoln low.

To depict the ravages of Sherman's March to the Sea, a city was specially built, only to be destroyed before the eyes of the spectators of the picture.

$10,000 a day was paid for the use of an entire county in order to reproduce the wild rides of the Klansmen.

West Point engineers laid out the great battle scene of Petersburg from maps and reports in the War Department at Washington. Intimate details of the action supplied by veterans who fought on either side.

Night photography was perfected for the first time to secure battle scenes in the dark. This detail cost $5,000.

Great artillery duels actually reproduced. Specially prepared shells exploded at a cost of $80 each.

A commissary and two hospital corps were maintained while the pictures were being taken. Not a human life was lost.

A musical score for 40 pieces composed and minutely synchronized to several thousand individual scenes.

The condensed production represents 12,000 feet of film. Nearly 200,000 feet of film was originally taken.

"The most beautiful picture ever put on canvas, the finest statue ever carved, is a ridiculous caricature of real life compared with the flickering shadow of a tattered film in a backwoods nickelodeon."

THE above assertion was made by Dr. E. E. Slosson, of Columbia University in an article, entitled "The Birth of a New Art," which was published in the Independent of April 6th, 1914.

On April 1st, 1914, David Wark Griffith, the subject of this sketch, set to work laying the ground plans for a great picture which has since been introduced to the world under the name "The Birth of a Nation."

Neither Dr. Slosson nor Mr. Griffith knew of the other's mental processes. While one was proclaiming the dawn of a new era the other was at work upon the long-looked-for American play. It is rare to find prophecy and fulfilment so closely linked together.

No discussion of the relationship of motion picture art to contemporary life can be complete without a knowledge of what D. W. Griffith has done to develop and enlarge the artistic standards of motion photography. There is in his work a distinctive touch of individual craftsmanship; an all-embracing attention to detail which has come to be known as the Griffith art.

No form of expression seeking to reveal the truths and beauties of life has ever made such progress within a given lapse of time as motion photography. Perhaps this is because motion is the essence of realism and life itself is but a part of the impulse of the universe, motion.

In developing the dramatic possibilities of the screen dramas Griffith has shown that he is not only a poet. He is a master technician. His accomplishments are the major part of the history of motion pictures in America. He is the creator of practically every photographic and dramatic effect seen to-day. He is responsible for nearly every innovation of the past decade. He was the first producer to bring rhythm and perspective into motion pictures and make them the background of his story.

Griffith's poetic imagination stretches across dreamy dales, through swaying trees, back to distant mountains with their snow-crested tops blazing in the sunlight, it reaches across the lapping waves of a deep blue sea to what seems the end of the universe. From one of these far away vistas he brings forth a young girl and shows her progress until she comes so close you see a tear-drop quiver on her eyelid before it falls to her cheek. This you see so clearly that through her eyes you read her innermost emotions. It seems almost too intimate, too realistic.

And then in a flash you see great plains and on them nations grappling in their death throes and worlds battling for military supremacy. Such sequences and multiplicities

of action appear quite simple now, yet they had to be carefully thought out. We say with pride that an American invented the technique required to produce them.

When Griffith began directing picture plays the idea of showing human beings otherwise than full length was regarded as rank heresy. He created the "close up." When he first photographed the faces of his actors, withholding everything not essential to the needed effect, audiences that now applaud, showed their disapproval by stamping their feet upon the floor. Critics said his characters did not walk into the pictures, but swam in without legs or arms. He next conceived the idea of the "switch back." By this device he shows a character under certain circumstances and the next instant by switching the action back to something seen before he makes you see what the character is thinking of. An improvement upon the original idea he accomplished by the slow fading in and out of mystical or symbolic figures which make you see what other characters are thinking of, thus avoiding the harsh jumping from one scene to another which had been the rule before.

While Griffith was making these mechanical improvements he was keenly alive to the needs of improved screen acting. No ten other men in America have developed so many film favourites. He is a born director of people, and can discover latent talent in a camera recruit quicker than any other man in the world. He loves to work with raw material and see a young player blossom into the full power of poetic expression. His aim has been to produce natural acting. The old jumpy-see-sawing of the arms and pawing of the air, mis-named pantomime, has disappeared under his watchful care. In less than six years Griffith has made screen acting a formidable rival of that seen on the legitimate stage.

These developments are but details of the forward movement of the art of motion photography. The old stilted forms have passed. The motion picture artist must henceforth be capable of taking infinite pains. He must have the poetic imagination and the technique to give expression to his dreams. With these requisites he becomes the super-artist of the new movement. This Griffith, whose vision leaps to the furtherest ends of the world of fancy—pausing here to note the smile in the eyes of Youth; then to see the shadow of sinister crime fall across the vision of unsuspecting Purity; picturing now a tear on a child's cheek; now a nation in the throes of war, while roses bloom and pastoral scenes, such as Corot never dreamed of reproducing, form the background. These are the things that Griffith's art shows as no drama of the spoken word could hope to do. A new epic force illuminates human vision and human figures alive with the instincts and purposes of life obey the will of the super-artist.

This pioneer who has done so much to show the possibilities of this new art is unresponsive when it comes to his personal life. He thinks only of his work. He holds that people are interested in the deeds that men do, rather than in who the men are. We asked Mr. Griffith for a biographical sketch. He answered that he was born in Kentucky, that he grew up in a house like most boys; started out after his school and college days to find his place in the world, and that since he went into the business of producing pictures he has lived most of the time under his hat.

A TRIBUTE TO

"THE BIRTH OF A NATION"

BY

RUPERT HUGHES

WHEN a great achievement of human genius is put before us, we can become partners in it in a way by applauding it with something of the enthusiasm that went into its making. It is that sort of collaboration that I am impelled to attempt in what follows.

When I saw "The Birth of a Nation" the first time, I was so overwhelmed by the immensity of it that I said:

"It makes the most spectacular production of drama look like the work of village amateurs. It reduces to childishness the biggest things the theatre can do."

For here were hundreds of scenes in place of four or five; thousands of actors in place of a score; armies in landscape instead of squads of supers jostling on a platform among canvas screens. Here was the evolution of a people, the living chronicle of a conflict of statesmen, a civil war, a racial problem rising gradually to a puzzle yet unsolved. Here were social pictures without number, short stories, adventures, romances, tragedies, farces, domestic comedies. Here was a whole art gallery of scenery, of humanity, of still life and life in wildest career. Here were portraits of things, of furniture, of streets, homes, wildernesses; pictures of conventions, cabinets, senates, mobs, armies; pictures of family life, of festivals and funerals, ballrooms and battlefields, hospitals and flower-gardens, hypocrisy and passion, ecstasy and pathos, pride and humiliation, rapture and jealousy, flirtation and anguish, devotion and treachery, self-sacrifice and tyranny. Here were the Southerons in their wealth, with their luxury at home, their wind-swept cotton fields; here was the ballroom with the seethe of dancers, here were the soldiers riding away to war, and the soldiers trudging home defeated with poverty ahead of them and new and ghastly difficulties arising on every hand.

Here was the epic of a proud brave people beaten into the dust and refusing to stay there.

The pictures shifted with unending variety from huge canvasses to exquisite miniatures. Now it was a little group of refugees cowering in the ruins of a home. A shift of the camera and we were looking past them into a great valley with an army fighting its way through.

One moment we saw Abraham Lincoln brooding over his Emanicipation Proclamation; another, and he was yielding to a mother's tears; later we were in the crowded theatre watching the assassin making his way to and from his awful deed.

The leagues of film uncoiled and poured forth beauty of scene, and face and expression, beauty of fabric and attitude and motion.

"The Birth of a Nation" is a choral symphony of light, light in all its magic; the sun flashing through a bit of blown black lace and giving immortal beauty to its pattern; or quivering in a pair of eyes, or on a snow-drift of bridal veil, or on a moonlit brook or a mountain side. Superb horses were shown plunging and rearing or galloping with a

LILLIAN GISH
AS
ELSIE STONEMAN
MAE MARSH
AS
FLORA CAMERON
MIRIAM COOPER
AS
MARGARET CAMERON
HENRY WALTHALL
AS
COL. BEN CAMERON
RALPH LEWIS
AS
AUSTIN STONEMAN

Gen. Robt. E. Lee's Last Stand on the fam

e famous Battlefield of Petersburg, Va.

heart-quickening glory of speed down road and lane and through flying waters. Now came the thrill of a charge, or of a plunging steed caught back on its haunches in a sudden arrest. Now followed the terror of a bestial mob, the hurrah of a rescue, streets filled with panic and with carnival. Life is motion and here was the beautiful moving monument of motion.

"What could the stage give to rival all this?" I thought. "What could the novel give? or the epic poem?" The stage can publish the voice and the actual flesh; yet from the film these faces were eloquent enough without speech. And after all when we see people we are merely receiving in our eyes the light that beats back from their surfaces; we are seeing merely photographs and moving pictures.

I had witnessed numberless photo plays unrolled, pictures of every sort and condition of interest and value. I had seen elaborate "feature-films" occupying much time and covering many scenes. But none of them approached the unbroken fascination of "The Birth of a Nation."

The realism of this work is amazing; merely sit at a window and actually rolls by. The grandeur of mass and the minuteness of detail are unequalled in my experience. And so the first impression of my first view of this was that it was something new and wonderful in dramatic composition and in artistic achievement.

In his novel, "The Clansman," the Rev. Thomas Dixon had made a fervid defence of his people from the harsh judgments and condemnations of unsympathetic historians. With this book as a foundation, David W. Griffith built up a structure of national scope and of heroic proportions.

Of course, size has little to do with art. A perfect statuette like one of the exquisite figurines of Tanagra is as great in a sense as the cathedral of Rheims. A flawless sonnet of Milton's need not yield place to his "Paradise Lost." A short story of Poe's has nothing to fear from a cycle of Dumas' novels, nor has "The Suwanee River" anything to fear from the Wagnerian tetralogy.

And yet we cannot but feel that a higher power has created the larger work, since the larger work includes the problems of the smaller; and countless others. The larger work compels and tests the tremendous gifts of organization, co-ordination, selection, discipline, climax.

One comes from this film saying: "I have done the South a cruel injustice, they are all dead, these cruelly tried people, but I feel now that I know them as they were; not as they ought to have been or might have been, but as they were; as I should probably have been in their place. I have seen them in their homes, in their pride and their glory and I have seen what they went back to. I understand them better."

And after all what more vital mission has narrative and dramatic art than to make us understand one another better?

Hardly anybody can be found to-day who is not glad that Slavery was wrenched out of our national life, but it is not well to forget how and why it was defended, and by whom; what it cost to tear it loose, or what suffering and bewilderment were left with the bleeding wounds. The North was not altogether blameless for the existence of slavery, nor was the South altogether blameworthy for it or for its aftermath. "The Birth of a Nation" is a peculiarly human presentation of a vast racial tragedy.

There has been some hostility to the picture on account of an alleged injustice to the negroes. I have not felt it; and I am one who cherishes a great affection and a profound admiration for the negro. He is enveloped in one of the most cruel and insoluble

riddles of history. His position is the more difficult since those who most ardently endeavour to relieve him of his burdens are peculiarly apt to increase them.

"The Birth of a Nation" presents many lovable negroes who win hearty applause from the audiences. It presents also some exceedingly hateful negroes. But American history has the same fault and there are bad whites also in this film as well as virtuous.

It is hard to see how such a drama could be composed without the struggle of evil against good. Furthermore, it is to the advantage of the negro of to-day to know how some of his ancestors misbehaved and why the prejudices in his path have grown there. Surely no friend of his is to be turned into an enemy by this film, and no enemy more deeply embittered.

"The Birth of a Nation" is a chronicle of human passion. It is true to fact and thoroughly documented. It is in no sense an appeal to lynch-law. The suppression of it would be a dangerous precedent in American dramatic art.

If the authors are never to make use of plots which might offend certain sects, sections, professions, trades, races, or political parties, then creative art is indeed in a sad plight.

"Uncle Tom's Cabin" has had a long and influential career. Perhaps no book ever written exerted such an effect on history. It was denounced with fury by the South as a viciously unfair picture. It certainly stirred up feeling, and did more than perhaps any other document to create and set in motion the invasion and destruction of the southern aristocracy. Yet it was not suppressed because of its riot-provoking tendencies. And it is well that it was not suppressed.

"The Birth of a Nation" has no such purpose. It is a picture of a former time. All its phases are over and done, and most of the people of its time are in their graves. But it is a brilliant, vivid, thrilling masterpiece of historical fiction. Thwarting its prosperity would be a crime against creative art and a menace to its freedom. The suppression of such fictional works has always been one of the chief instruments of tyranny and one of the chief dangers of equality.

I saw the play first in a small projecting room with only half a dozen spectators present. We sat mute and spellbound for three hours. When I learned that it had to be materially condensed it seemed a pity to destroy one moment of it. The next time I saw it was in a crowded theatre and it was accompanied by an almost incessant murmur of approval and comment, roars of laughter, gasps of anxiety and outbursts of applause. It was not silent drama so far as the audience was concerned.

The scene changed with the velocity of lightning, of thought. One moment we saw a vast battlefield with the enemies like midgets in the big world, the next we saw some small group filling the whole space with its personal drama; then just one or two faces big with emotion. And always a story was being told with every device of suspense, preparation, relief, development and crisis.

I cannot imagine a human emotion that is not included somewhere in this story from the biggest national psychology to the littlest whim of a petulant girl; from the lowest depths of ruthless villainy to the utmost grandeur of patriotic ideal.

All of the seven wonders of the world were big things. I feel that David W. Griffith has done a big thing and he has a right to the garlands as well as the other emoluments. "The Birth of a Nation" is a work of epochal importance in a large and fruitful field of social endeavour. In paying it this tribute of profound homage, I feel that I am doing only my duty by American art, merely rendering unto Cæsar the things that are Cæsar's.

Ford's Theatre, Washington, D. C., April 14, 1865
Abraham Lincoln, Our First Martyred President

A NATION IS BORN

MONG our fathers lived a poet-leader who dreamed a new vision of humanity—that out of the conflicting interests and character of thirteen American States, stretching their territories from the frosts of the north to the tropic jungles of Florida, there could be built one mighty people. For eighty years this vision remained a dream—sectionalism and disunity the grimmest realities of our life.

Lord Cornwallis, the British Commander, had surrendered at Yorktown, Virginia, to the allied armies of the Kingdom of France and the original thirteen States by name—New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Virginia, Maryland, North Carolina, South Carolina, and Georgia. Through seventy-five years of growth and conflict these States clung to their individual sovereignty, feeling with jealous alarm the slow but resistless growth of a national spirit within the body of the Federal Union. This new being was stirred at last into conscious life by Daniel Webster's immortal words—

"LIBERTY AND UNION,
ONE AND INSEPARABLE,
NOW AND FOREVER!"

The issue, which our fathers had not dared to face—whether the State or the Union should ultimately have supreme rule—was joined in 1861 over the problem of the Negro.

The South held with passionate conviction that we were a Republic of Republics, each State free and sovereign. The North, under the leadership of Abraham Lincoln, held that the Union was indestructible and its sovereignty supreme.

Until Lincoln's day the right of each State to peaceful secession was scarcely disputed, North or South. New England had more than once threatened to withdraw long before South Carolina in her blind rage led the way.

And yet, unconsciously, the new being within had grown into a living soul, and, in the mortal agony of four years of Civil War and eight years of more horrible Reconstruction, a Nation was born.

THOMAS DIXON.

[Copyrighted 1915]

THE STORY OF THE PICTURE

THE FIRST ship that brought a cargo of African slaves to North America started the series of troublous events preceding the birth of a great nation. Abolition was subsequently advocated, but the idea of social equality was never considered. The South declared it would secede, if in 1860 a Republican president was elected. That president, Abraham Lincoln, issued a call for 75,000 volunteers. For the first time in American annals he used the Federal power to subdue the severeignty of individual States.

The Stoneman boys of Pennsylvania had been house guests at Piedmont, S. C., of their boarding-school chums, the Cameron boys. Phil Stoneman and Margaret Cameron, "fair as a flower," had looked, longed and loved. Ben Cameron had never met Elsie Stoneman, yet the daguerreotype of her he had pilfered from Phil seemed about the dearest, sweetest thing in the world. The younger lads of the two houses—too young for sentiment and romance—frolicked like friendly young colts. Most charming and lovable of all the Cameron clan was the Doctor and Mrs. Cameron's youngest daughter Flora.

When War casts its shadow over the land, Phil and Tod Stoneman are summoned to fight for the Stars and Stripes; Ben Cameron and his two younger brothers, for the Stars and Bars. The grim years drag along. Piedmont gayly enters the conflict, but ruin and devastation follow. The town gets a foretaste of rapine and pillage in the raid of a mixed body of white and coloured guerillas against it. The scale of events inclines to the Union cause. Southern wealth and resources are burned or commandeered by Sherman in his march to the sea. Meantime two of the Cameron boys have perished in battle, one of them face to face with his dying chum Tod. Grant is pressing the Confederacy in the famous campaign around Petersburg. When Confederate supplies are running low, one of their provision trains is cut off and the "little Colonel," Ben Cameron, is called upon by General Lee to lead a counter attack and thus, by diverting the enemy, aid in the rescue of the train. We see the panorama of a battlefield flung over many miles of mountain and valley, the opposing intrenchments and the artillery fire, Colonel Cameron and his men forming for the advance, their charge over broken ground, the grim harvest of death that swept most of them away, the bayonet rush of the devoted few right up to the trenches, the physical hand-grapple with the enemy, and Cameron, sole survivor, gaining the crest of the Federal works and falling wounded into the arms of Captain Phil Stoneman, U.S.A., his erstwhile bosom friend. Prisoner in a Washington hospital, Ben Cameron slowly recovers from his wound. Like an angel of mercy Elsie Stoneman, Phil's sister, appears in the rôle of a volunteer nurse. Poor Ben falls desperately in love with her whose picture he had carried about for years. She and Ben's mother visit Lincoln, "the Great Heart,"

who clears the "little Colonel" of an odious charge and hands Mrs. Cameron the boy's papers of release.

It seemed to Austin Stoneman, leader of Congress and Elsie's parent, that Lincoln was pursuing too mild a policy with the prostrate South. "I shall treat them as if they had never been away" was Lincoln's gentle answer to Stoneman's demand that the leaders be hanged and measures of reprisal adopted. What was there in Stoneman's life that made him so bitter to the Southern whites? Stoneman purposed to establish the complete political and social equality of the negroes. He was grooming a half-breed protégé, one Silas Lynch, to go South as the "leader of his people."

The War ends in 1865 with the encirclement of the Southern army and the surrender of Robert E. Lee to U. S. Grant in the historic house at Appomattox Courthouse. There follows a terrible tragedy—the assassination of President Lincoln by Wilkes Booth in the crowded scene of a festival performance at Ford's Theatre on April 14th, 1865. The South feels—and feels truly—that it has lost its best friend.

A few years later comes the real aftermath. Austin Stoneman, now supreme through the Congressional power of over-riding President Johnson's veto, goes South to supervise his "equality" programme. Elsie accompanies him and so does Phil. They arrive in Piedmont and take a house next door to the Camerons. Elsie accepts the gallant little Confederate colonel, Ben Cameron, but the shadows of war-time hang too heavily over Margaret Cameron to permit her to make up at once with Phil. Meanwhile the reign of the carpet-baggers begins. The "Union League," so-called, wins the ensuing State election. Silas Lynch, the mulatto, is chosen Lieutenant-Governor. A legislature, with carpet-bag and negro members in overwhelming majority, loots the State. Lawlessness runs riot. Whites are elbowed off the streets, overawed at the polls, and often despoiled of their possessions. Ben Cameron then leads the white men of the country in organising the "invisible empire" of the Ku Klux Klan. Devoted women of the South make the white, ghost-like costumes behind locked doors. Austin Stoneman boils with rage over this newest development. Lynch's spies bring evidence that the garments are being made by the Camerons and that Ben Cameron is night-riding. Stoneman bids Elsie to disavow her "traitorous" lover, and she, astonished and wounded that Ben is engaged in such work, gives him back his troth.

Little Flora Cameron, the joy and pride of the Cameron household, was sought after by the renegade family servant Gus, who had become a militiaman and joined Lynch's crew. Often had Flora been warned by her brother and parents never to go alone to the spring in the woods hard by the cliff called Lover's Leap. Little heeding the admonition, she took her pail one day and started off. Gus the renegade followed. Frightened by his approach, the little girl broke into a run. Gus ran too. Colonel Cameron, learning that she had gone alone, hastened forth and was the third person in the chase. Desperately the little girl zigzagged this way and that, dodging the burly pursuer, then, almost cornered, she climbed to the jutting edge of Lover's Leap whence, as Gus approached nearer, she leaped to her death. Brother Ben discovered the poor dying girl a few minutes later. Gus escaped, but he was afterwards captured, tried and found guilty. Then the Ku Klux Klan sent a messenger to the Titan of the adjoining county asking for reinforcements to overawe the carpet-baggers and negroes.

Sherman's March to the Sea—Refugees F eeing from Atlanta

The Coming of Brotherly Love into the Halls of Peace

The next outrage upon the unhappy family was the arrest of Dr. Cameron for having harboured the clansmen. As the soldiers were parading him to jail, Phil Stoneman, now a warm sympathizer with the Southerons, and some others organized a rescue party. They beat down the militia; the Doctor and his wife, Margaret, Phil and the faithful servants fled out into the country where they found refuge and warm hospitality in the log cabin of two Union veterans. The cabin was fortified and preparations were made against the militia's attack.

We must now leave the handful of whites defending the log cabin from the militiamen and visit Lieutenant-Governor Lynch's mansion in Piedmont. Miss Elsie Stoneman is there on the errand of appealing to Lynch, the "friend" of her father in behalf of her brother and the Camerons. But instead Lynch seizes this opportunity to declare his "love" for his patron's beautiful daughter, says he will make her queen of his empire, and orders a negro chaplain to be sent for to perform a forced marriage. At this crucial moment, word is received of Congressman Stoneman's return. Lynch goes out to tell him that he (Lynch) aspires to the hand of the white man's daughter. Then Stoneman, the "social equalizer," the theoretical upholder of the intermarriage of blacks and whites, finds all his theories upset by the personal fact. Rage and storm as he will, Stoneman too is helpless. There is but one hope anywhere in prospect—the courageous and chivalric host of Ku Klux riding for dear life towards Piedmont.

Ben Cameron, the "little Colonel," is at their head. They are armed to the teeth and pledged to victory or death. As they rush the little mountain town, their guns mow down the militia troops opposing them; the Lynch mansion is taken, and Ben and his men bursting into the room free the Stonemans, Ben taking the overjoyed Elsie in his arms. But there is other work afoot. Quickly a detachment of the clansmen remount and hurry to the scene of the attack of the cabin. The little party within its besieged walls are almost at the last gasp. The militia raiders are forcing the doors, already half a dozen of them have gained the inside of the cabin, when the crack! crack! crack! of the Ku Klux rifles announce rescue and safety. The surprise attack routs the raiders completely, and the men and women of the party hug and kiss their deliverers.

There is little left to tell. To Ben and Elsie, to Phil and Margaret, the sequel is a beautiful double honeymoon by the sea. To the American people, the outcome of four years of fratricidal strife, the nightmare of Reconstruction, and the establishment of the South in its rightful place, is the birth of a new nation. Lincoln's plan of restoring the negroes to Africa was dreamed of only, never carried out. The new nation, the real United States, as the years glided by, turned away forever from the blood-lust of War and anticipated with hope the world-millenium in which a brotherhood of love should bind all the nations together.

Recognition of a New Art

"THE BIRTH OF A NATION" as presented by Mr. D. W. Griffith in New York City was a revelation that raised the standard of motion pictures one thousand per cent. in a night. It was a radical departure to present this photographic spectacle in one of the first-class metropolitan theatres which had never been used for a motion picture production before. A further daring achievement was to present the work at the same scale of prices charged for the finest dramatic offerings on the New York stage. The reception of the production was quite as unusual. All the recognized New York critics attended the opening performance, many for the first time writing a serious review of a picture drama. The chorus of praise was unanimous as well as astonishing. This united verdict was but a repetition of the wonderful things said of the work by men in every walk of life. U.S. Senators, Congressmen, artists, writers, illustrators, diplomats, historians, clergymen, in fact men of every profession expressed their appreciation in no uncertain terms. In London at the internationally famous Theatre Royal Drury Lane the New York success has been duplicated. A few extracts from this world-wide chorus will serve to illustrate the case:

What the London Press says.

"Drury Lane has no cause to regret the innovation it has made."—*Daily Telegraph.*

"As wonderful as the world has ever seen."—*Morning Post.*

"An extraordinarily fine entertainment, thrilling, amusing, pathetic, instructive."
The Times.

"Won enthusiastic appreciation."—*Daily Chronicle.*

"More full of life and action than even gigantic Old Drury has ever seen before."—*Star.*

"Drury Lane furnishes a fitting frame for this stupendous spectacle."—*Express.*

"Drury Lane has not been turned into a picture palace—rather it is continuing its unbroken career as our truly National Theatre."—*Westminster Gazette.*

"It shows war as it actually is."—RICHARD HARDING DAVIS.

"It will take the whole country by storm."—BOOTH TARKINGTON.

"I know it is true because I lived through the actual realities it depicts."
REV. THOMAS B. GREGORY.

"The biggest attraction of the season. It brings the audiences to their feet as no theatrical play has in many, many years."—JAMES S. METCALFE, in *Life.*

"A masterpiece of a new form of art."—*Chicago Tribune.*

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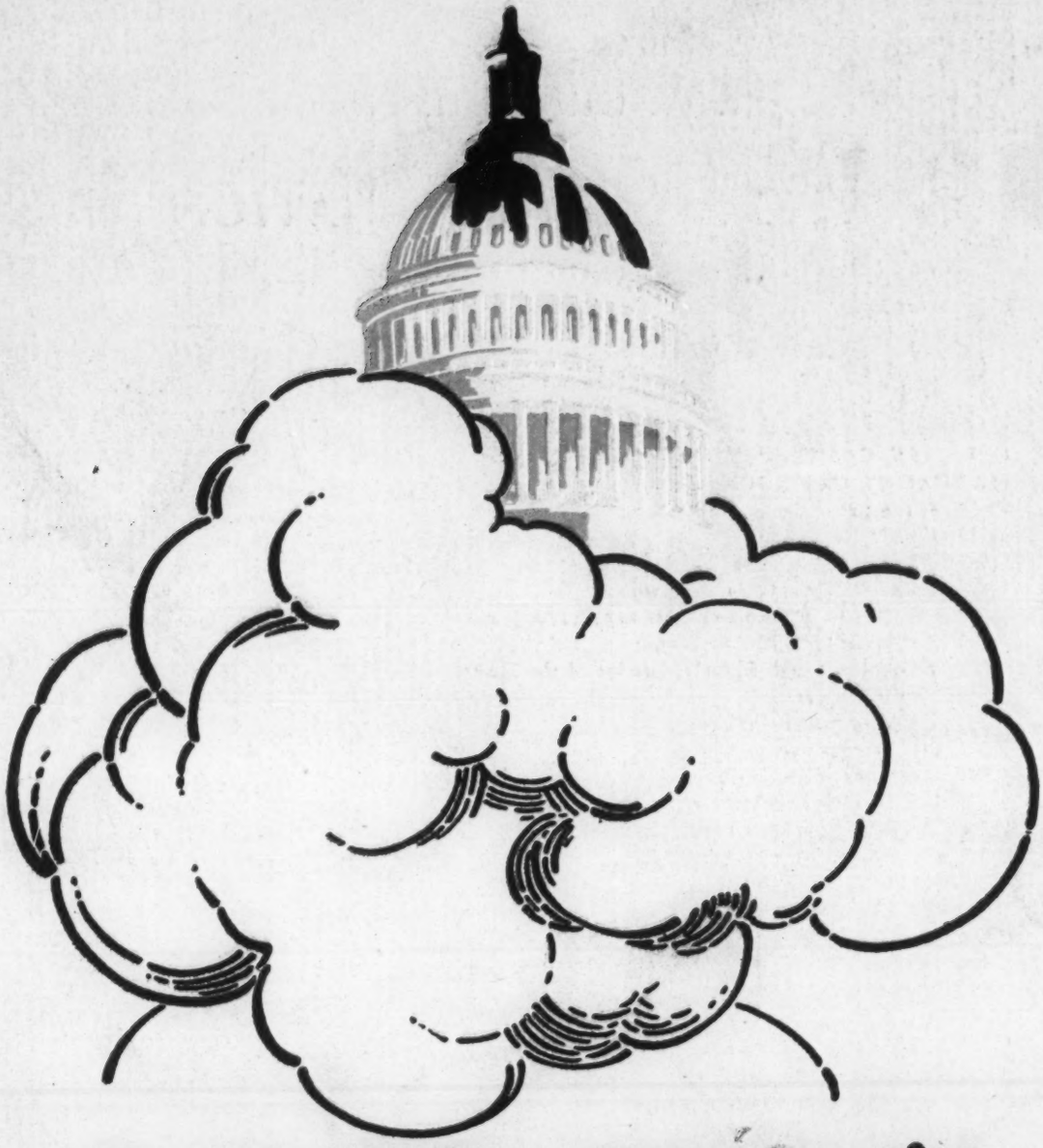

D.W. GRIFFITH'S

The Birth of a Nation

DIRECTION OF
EPOCH PRODUCING CORPORATION
H. E. AITKEN
PRESIDENT

D. W. GRIFFITH, Presents

THE BIRTH OF A NATION

AN HISTORICAL DRAMA IN TWO ACTS

CAST OF CHARACTERS

COL. BEN CAMERON.....HENRY WALTHALL
MARGARET CAMERON, the elder sister.....MIRIAM COOPER
FLORA, the pet sister.....MAE MARSH
MRS. CAMERON.....JOSEPHINE CROWELL
DR. CAMERON.....SPOTTISWOODE AIKEN
WADE CAMERON, the second son.....J. A. BERINGER
DUKE CAMERON, the youngest son.....MAXFIELD STANLEY
MAMMY, their faithful old servant.....JENNIE LEE
HON. AUSTIN STONEMAN, Leader of the House.....RALPH LEWIS
ELSIE, his daughter.....LILLIAN GISH
PHIL, his elder son.....ELMER CLIFTON
TOD, the younger son.....ROBERT HARRON
JEFF, the blacksmith.....WALLACE REED
LYDIA BROWN, Stoneman's mulatto housekeeper.....MARY ALDEN
SILAS LYNCH, mulatto Lieutenant-Governor.....GEORGE SEIGMANN
GUS, a renegade negro.....WALTER LONG
ABRAHAM LINCOLN.....JOSEPH HENABERY
JOHN WILKES BOOTH.....RAOUL WALSH
GEN. U. S. GRANT.....DONALD CRISP
GEN. ROBT. E. LEE.....HOWARD GAYE
NELSE, an old-fashioned negro.....WILLIAM DeVAULL
JAKE, a black man faithful unto death.....WILLIAM FREEMAN
STONEMAN'S SERVANT.....THOMAS WILSON

Cabinet Members, Generals, Military Aides and Attaches, Secretaries, Senators, Representatives, Visitors, Soldiers, Abolitionists, Ku Klux Klansmen, Plantation Crowds and Mobs.

NOTE.—There will be an intermission of eight minutes between Acts I. and II.

THE GRIFFITH TRADE MARK

All pictures produced by David W. Griffith have the name Griffith in the upper corners of the film and the initials D. G. on the lower border line. There are no exceptions to this rule. Mr. Griffith has several new productions under way which will be announced from time to time. His next big production will be "The Mother and the Law," a story of modern life in America.

Entire production under the personal direction of D. W. GRIFFITH

Photography by G. W. BITZER Music by JOSEPH CARL BREIL

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D. W. GRIFFITH COLLECTION
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SOUVENIR

THE BIRTH OF A NATION

The Most Stupendous and Fascinating Motion Picture
Drama Created in the United States

Founded on Thomas Dixon's Story
"THE CLANSMAN"

PRODUCED UNDER THE PERSONAL DIRECTION OF
D. W. GRIFFITH

Scenario by D. W. GRIFFITH and FRANK E. WOODS
Music by JOSEPH CARL BREIL
Photography by G. W. BITZER

DIRECTION OF
EPOCH PRODUCING CORPORATION
H. E. AITKEN, *President*

PUBLISHED BY
THE EPOCH PRODUCING CORPORATION
420 LONGACRE BUILDING
NEW YORK CITY

David Wark Griffith

"The most beautiful picture ever put on canvas, the finest statue ever carved, is a ridiculous caricature of real life compared with the flickering shadow of a tattered film in a backwoods nickelodeon."

THE above assertion was made by Dr. E. E. Slosson, of Columbia University in an article entitled "The Birth of a New Art" which was published in the Independent of April 6th, 1914.

On April 1st, 1914, David Wark Griffith, the subject of this sketch, set to work laying the ground plans for a great picture which has since been introduced to the world under the name "The Birth of a Nation."

Neither Dr. Slosson nor Mr. Griffith knew of the other's mental processes. While one was proclaiming the dawn of a new era the other was at work upon the long looked-for American play. It is rare to find prophesy and fulfillment so closely linked together.

No discussion of the relationship of motion picture art to contemporary life can be complete without a knowledge of what D. W. Griffith has done to develop and enlarge the artistic standards of motion photography. There is in his work a distinctive touch of individual craftsmanship; an all embracing attention to detail which has come to be known as the Griffith art.

No form of expression seeking to reveal the truths and beauties of life has ever made such progress within a given lapse of time as motion photography. Perhaps this is because motion is the essence of realism and life itself is but a part of the impulse of the universe, motion.

In developing the dramatic possibilities of the screen dramas Griffith has shown that he is not only a poet. He is a master technician. His accomplishments are the major part of the history of motion pictures in America. He is the creator of practically every photographic and dramatic effect seen today. He is responsible for nearly every innovation of the past decade. He was the first producer to bring rhythm and perspective into motion pictures and make them the background of his story.

Griffith's poetic imagination stretches across dreamy dales, through swaying trees, back to distant mountains with their snow crested tops blazing in the sunlight, it reaches across the lapping waves of a deep blue sea to what seems the end of the universe. From one of these far away vistas he brings forth a young girl and shows her progress until she comes so close you see a tear drop quiver on her eyelid before it falls to her cheek. This you see so clearly that through her eyes you read her innermost emotions. It seems almost too intimate, too realistic.

And then in a flash you see great plains and on them nations grappling in their death throes and worlds battling for military supremacy. Such sequences and multiplicities of action appear quite simple now, yet they had to be carefully thought out. We say with pride that an American invented the technique required to produce them.

When Griffith began directing picture plays the idea of showing human beings otherwise than full length was regarded as rank heresy. He created the

"close up." When he first photographed the faces of his actors, withholding everything not essential to the needed effect, audiences that now applaud, showed their disapproval by stamping their feet upon the floor. Critics said his characters did not walk into the pictures, but swam in without legs or arms. He next conceived the idea of the "switch back." By this device he shows a character under certain circumstances and the next instant by switching the action back to something seen before he makes you see what the character is thinking of. An improvement upon the original idea he accomplished by the slow fading in and out of mystical or symbolic figures which make you see what other characters are thinking of, thus avoiding the harsh jumping from one scene to another which had been the rule before.

While Griffith was making these mechanical improvements he was keenly alive to the needs of improved screen acting. No ten other men in America have developed so many film favorites. He is a born director of people, and can discover latent talent in a camera recruit quicker than any other man in the world. He loves to work with raw material and see a young player blossom into the full power of poetic expression. His aim has been to produce natural acting. The old jumpy-see-sawing of the arms and pawing of the air, mis-named pantomime, has disappeared under his watchful care. In less than six years Griffith has made screen acting a formidable rival of that seen on the legitimate stage.

These developments are but details of the forward movement of the art of motion photography. The old stilted forms have passed. The motion picture artist must henceforth be capable of taking infinite pains. He must have the poetic imagination and the technique to give expression to his dreams. With these requisites he becomes the super-artist of the new movement. This Griffith, whose vision leaps to the furtherest ends of the world of fancy—pausing here to note the smile in the eyes of Youth; then to see the shadow of sinister crime fall across the vision of unsuspecting Purity; picturing now a tear on a child's cheek; now a nation in the throes of war, while roses bloom and pastoral scenes, such as Corot never dreamed of reproducing, form the background. These are the things that Griffith's art shows as no drama of the spoken word could hope to do. A new epic force illuminates human vision and human figures alive with the instincts and purposes of life obey the will of the super-artist.

This pioneer who has done so much to show the possibilities of this new art is unresponsive when it comes to his personal life. He thinks only of his work. He holds that people are interested in the deeds that men do, rather than in who the men are. We asked Mr. Griffith for a biographical sketch. He answered that he was born in Kentucky, that he grew up in a house like most boys; started out after his school and college days to find his place in the world, and that since he went into the business of producing pictures he has lived most of the time under his hat.

MIRIAM COOPER
MAE MARSH
SPOTTISWOODE AIKEN

HENRY WALTHALL
JOSEPH HENABERRY
WALTER LONG

LILLIAN GISH
MARY ALDEN
RALPH LEWIS

A TRIBUTE TO

"THE BIRTH OF A NATION"

BY

RUPERT HUGHES

WHEN a great achievement of human genius is put before us, we can become partners in it, in a way, by applauding it with something of the enthusiasm that went into its making. It is that sort of collaboration that I am impelled to attempt in what follows.

When I saw "The Birth of a Nation" the first time, I was so overwhelmed by the immensity of it that I said:

"It makes the most spectacular production of drama look like the work of village amateurs. It reduces to childishness the biggest things the theatre can do."

For here were hundreds of scenes in place of four or five; thousands of actors in place of a score; armies in landscape instead of squads of supers jostling on a platform among canvas screens. Here was the evolution of a people, the living chronicle of a conflict of statesmen, a civil war, a racial problem rising gradually to a puzzle yet unsolved. Here were social pictures without number, short stories, adventures, romances, tragedies, farces, domestic comedies. Here was a whole art gallery of scenery, of humanity, of still life and life in wildest career. Here were portraits of things, of furniture, of streets, homes, wildernesses; pictures of conventions, cabinets, senates, mobs, armies; pictures of family life, of festivals and funerals, ballrooms and battlefields, hospitals and flower-gardens, hypocrisy and passion, ecstasy and pathos, pride and humiliation, rapture and jealousy, flirtation and anguish, devotion and treachery, self-sacrifice and tyranny. Here were the Southrons in their wealth, with their luxury at home, their wind-swept cotton fields; here was the ballroom with the seethe of dancers, here were the soldiers riding away to war, and the soldiers trudging home defeated with poverty ahead of them and new and ghastly difficulties arising on every hand.

Here was the epic of a proud, brave people beaten into the dust and refusing to stay there.

The pictures shifted with unending variety from huge canvasses to exquisite miniatures. Now it was a little group of refugees cowering in the ruins of a home. A shift of the camera and we were looking past them into a great valley with an army fighting its way through.

One moment we saw Abraham Lincoln brooding over his Emancipation Proclamation; another, and he was yielding to a mother's tears; later we were in the crowded theatre watching the assassin making his way to and from his awful deed.

The leagues of film uncoiled and poured forth beauty of scene, and face and expression, beauty of fabric and attitude and motion.

"The Birth of a Nation" is a choral symphony of light, light in all its magic; the sun flashing through a bit of blown black lace and giving immortal beauty to its pattern; or quivering in a pair of eyes, or on a snow-drift of bridal veil, or on a moonlit brook or a mountain side. Superb horses were shown plunging and rearing or galloping with a heart-quickening glory of speed down road and lane

and through flying waters. Now came the thrill of a charge, or of a plunging steed caught back on its haunches in a sudden arrest. Now followed the terror of a bestial mob, the hurrah of a rescue, streets filled with panic and with carnival. Life is motion and here was the beautiful moving monument of motion.

"What could the stage give to rival all this?" I thought. "What could the novel give? or the epic poem?" The stage can publish the voice and the actual flesh; yet from the film these faces were eloquent enough without speech. And after all when we see people we are merely receiving in our eyes the light that beats back from their surfaces; we are seeing merely photographs and moving pictures.

I had witnessed numberless photoplays unrolled, pictures of every sort and condition of interest and value. I had seen elaborate "feature-films" occupying much time and covering many scenes. But none of them approached the unbroken fascination of "The Birth of a Nation."

The realism of this work is amazing; merely sit at a window and actuality rolls by. The grandeur of mass and the minuteness of detail are unequalled in my experience. And so the first impression of my first view of this was that it was something new and wonderful in dramatic composition and in artistic achievement.

In his novel "The Clansman," the Rev. Thomas Dixon had made a fervid defence of his people from the harsh judgments and condemnations of unsympathetic historians. With this book as a foundation, David W. Griffith built up a structure of national scope and of heroic proportions.

Of course, size has little to do with art. A perfect statuette like one of the exquisite figurines of Tanagra is as great in a sense as the cathedral of Rheims. A flawless sonnet of Milton's need not yield place to his "Paradise Lost." A short story of Poe's has nothing to fear from a cycle of Dumas novels, nor has "The Suwanee River" anything to fear from the Wagnerian tetralogy.

And yet we cannot but feel that a higher power has created the larger work, since the larger work includes the problems of the smaller; and countless others. The larger work compels and tests the tremendous gifts of organization, coordination, selection, discipline, climax.

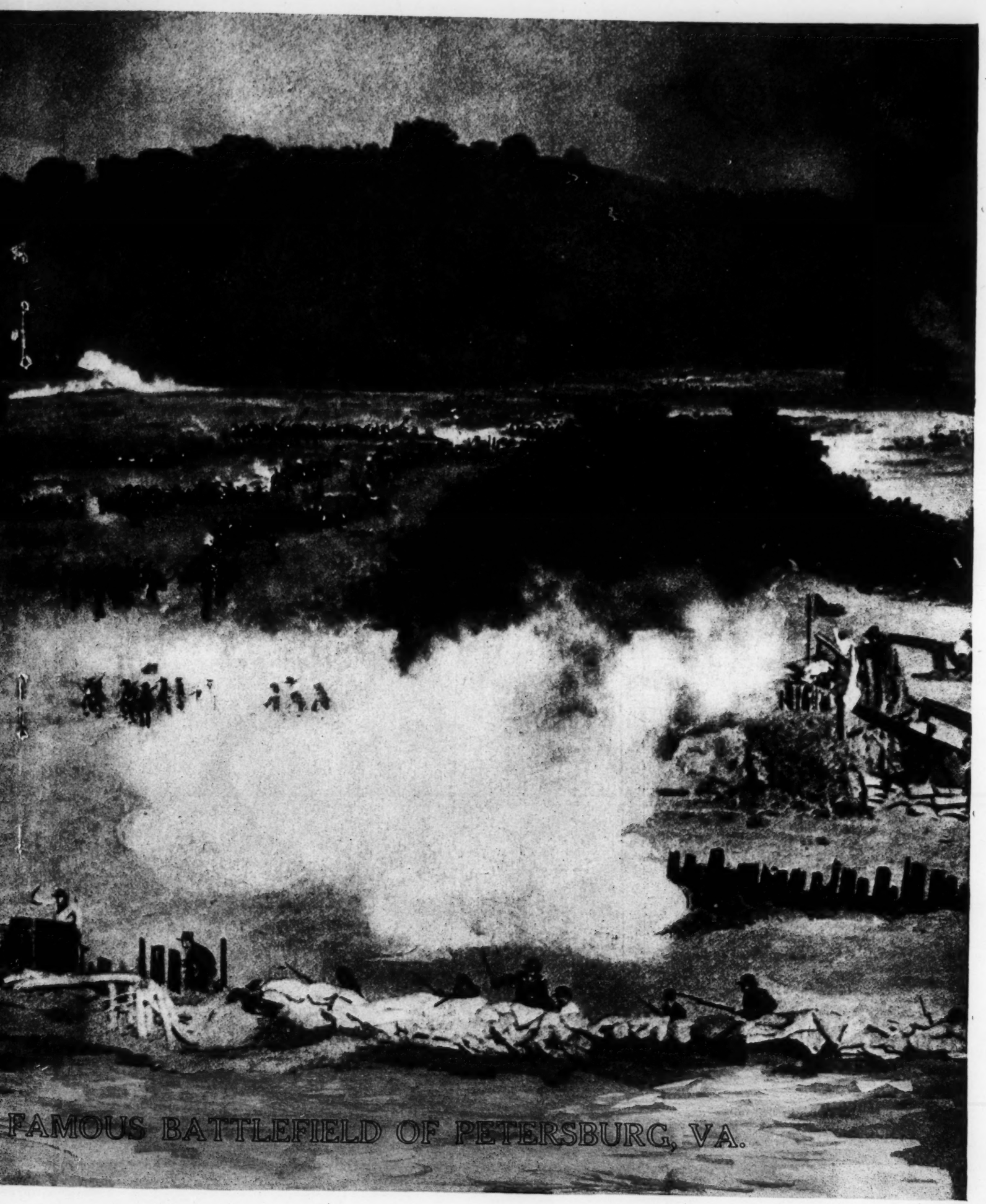
One comes from this film saying: "I have done the South a cruel injustice, they are all dead, these cruelly tried people, but I feel now that I know them as they were; not as they ought to have been or might have been, but as they were; as I should probably have been in their place. I have seen them in their homes, in their pride and their glory and I have seen what they went back to. I understand them better."

And after all what more vital mission has narrative and dramatic art than to make us understand one another better?

Hardly anybody can be found today who is not glad that Slavery was wrenched out of our national life, but it is not well to forget how and why it was defended, and by whom; what it cost to tear it loose; or what suffering and bewilderment were left with the bleeding wounds. The North was not altogether blameless for the existence of slavery, nor was the South altogether blameworthy for it or for its aftermath. "The Birth of a Nation" is a peculiarly human presentation of a vast racial tragedy.

There has been some hostility to the picture on account of an alleged injustice to the negroes. I have not felt it; and I am one who cherishes a great affection and a profound admiration for the negro. He is enveloped in one of the most cruel

GEN. ROBT. E. LEE'S LAST STAND ON THE F



FAMOUS BATTLEFIELD OF PETERSBURG, VA.

and insoluble riddles of history. His position is the more difficult since those who ardently endeavor to relieve him of his burdens are peculiarly apt to increase them.

"The Birth of a Nation" presents many lovable negroes who win hearty applause from the audiences. It presents also some exceedingly hateful negroes. But American history has the same fault and there are bad whites also in this film as well as virtuous.

It is hard to see how such a drama could be composed without the struggle of evil against good. Furthermore, it is to the advantage of the negro of today to know how some of his ancestors misbehaved and why the prejudices in his path have grown there. Surely no friend of his is to be turned into an enemy by this film, and no enemy more deeply embittered.

"The Birth of a Nation" is a chronicle of human passion. It is true to fact and thoroughly documented. It is in no sense an appeal to lynch-law. The suppression of it would be a dangerous precedent in American dramatic art.

If the authors are never to make use of plots which might offend certain sects, sections, professions, trades, races or political parties, then creative art is indeed in a sad plight.

"Uncle Tom's Cabin" has had a long and influential career. Perhaps no book ever written exerted such an effect on history. It was denounced with fury by the South as a viciously unfair picture. It certainly stirred up feeling, and did more than perhaps any other document to create and set in motion the invasion and destruction of the southern aristocracy. Yet it was not suppressed because of its riot-provoking tendencies. And it is well that it was not suppressed.

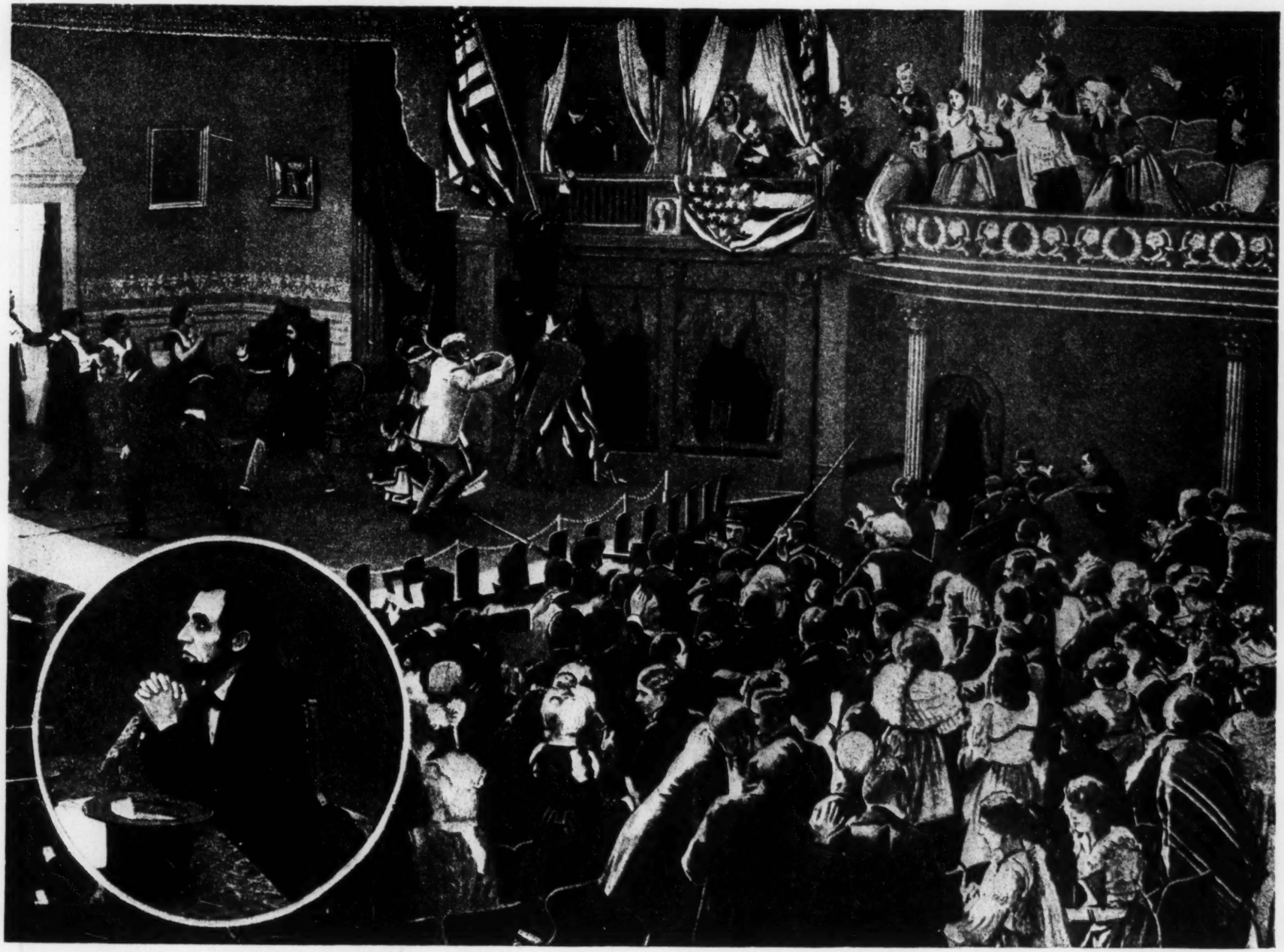
"The Birth of a Nation" has no such purpose. It is a picture of a former time. All its phases are over and done, and most of the people of its time are in their graves. But it is a brilliant, vivid, thrilling masterpiece of historical fiction. Thwarting its prosperity would be a crime against creative art and a menace to its freedom. The suppression of such fictional works has always been one of the chief instruments of tyranny and one of the chief dangers of equality.

I saw the play first in a small projecting room with only half a dozen spectators present. We sat mute and spellbound for three hours. When I learned that it had to be materially condensed it seemed a pity to destroy one moment of it. The next time I saw it was in a crowded theatre and it was accompanied by an almost incessant murmur of approval and comment, roars of laughter, gasps of anxiety and outbursts of applause. It was not silent drama so far as the audience was concerned.

The scene changed with the velocity of lightning, of thought. One moment we saw a vast battlefield with the enemies like midgets in the big world, the next we saw some small group filling the whole space with its personal drama; then just one of two faces big with emotion. And always a story was being told with every device of suspense, preparation, relief, development, and crisis.

I cannot imagine a human emotion that is not included somewhere in this story from the biggest national psychology to the littlest whim of a petulant girl; from the lowest depths of ruthless villainy to the utmost grandeur of patriotic ideal.

All of the seven wonders of the world were big things. I feel that David W. Griffith has done a big thing and he has a right to the garlands as well as the other emoluments. "The Birth of a Nation" is a work of epochal importance in a large and fruitful field of social endeavor. In paying it this tribute of profound homage, I feel that I am doing only my duty by American art, merely rendering unto Cæsar the things that are Cæsar's.



FORD'S THEATRE, WASHINGTON, D. C., APRIL 14, 1865
ABRAHAM LINCOLN, OUR FIRST MARTYRED PRESIDENT

A NATION IS BORN

AMONG our fathers lived a poet-leader who dreamed a new vision of humanity—that out of the conflicting interests and character of thirteen American States, stretching their territories from the frosts of the north to the tropic jungles of Florida, there could be built one mighty people. For eighty years this vision remained a dream —sectionalism and disunity the grimmest realities of our life.

Lord Cornwallis, the British Commander, had surrendered at Yorktown, Virginia, to the allied armies of the Kingdom of France and the original thirteen States by name—New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Virginia, Maryland, North Carolina, South Carolina, and Georgia. Through seventy-five years of growth and conflict these States clung to their individual sovereignty, feeling with jealous alarm the slow but resistless growth of a national spirit within the body of the Federal Union. This new being was stirred at last into conscious life by Daniel Webster's immortal words—

"LIBERTY AND UNION,
ONE AND INSEPARABLE,
NOW AND FOREVER!"

The issue, which our fathers had not dared to face—whether the State or the Union should ultimately have supreme rule—was joined in 1861 over the problem of the Negro.

The South held with passionate conviction that we were a Republic of Republics, each State free and sovereign. The North, under the leadership of Abraham Lincoln, held that the Union was indestructible and its sovereignty supreme.

Until Lincoln's day the right of each State to peaceful secession was scarcely disputed, North or South. New England had more than once threatened to withdraw long before South Carolina in her blind rage led the way.

And yet, unconsciously, the new being within had grown into a living soul, and, in the mortal agony of four years of Civil War and eight years of more horrible Reconstruction, a Nation was born.

THOMAS DIXON.

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THE STORY OF THE PICTURE

THE FIRST ship that brought a cargo of African slaves to North America started the series of troublous events preceding the birth of a great nation. Abolition was subsequently advocated, but the idea of social equality was never considered. The South declared it would secede, if in 1860 a Republican president was elected. That president, Abraham Lincoln, issued a call for 75,000 volunteers. For the first time in American annals he used the Federal power to subdue the sovereignty of individual states.

The Stoneman boys of Pennsylvania had been house guests at Piedmont, S. C., of their boarding-school chums, the Cameron boys. Phil Stoneman and Margaret Cameron, "fair as a flower," had looked, longed and loved. Ben Cameron had never met Elsie Stoneman, yet the daguerreotype of her he had pilfered from Phil seemed about the dearest, sweetest thing in the world. The younger lads of the two houses—too young for sentiment and romance—frolicked like friendly young colts. Most charming and lovable of all the Cameron clan was the Doctor and Mrs. Cameron's youngest daughter Flora.

When War casts its shadow over the land, Phil and Tod Stoneman are summoned to fight for the Stars and Stripes; Ben Cameron and his two younger brothers, for the Stars and Bars. The grim years drag along. Piedmont gayly enters the conflict, but ruin and devastation follow. The town gets a foretaste of rapine and pillage in the raid of a mixed body of white and colored guerillas against it. The scale of events inclines to the Union cause. Southern wealth and resources are burned or commandeered by Sherman in his march to the sea. Meantime two of the Cameron boys have perished in battle, one of them face to face with his dying chum Tod. Grant is pressing the Confederacy in the famous campaign around Petersburg. When Confederate supplies are running low, one of the provision trains is cut off and the "little Colonel," Ben Cameron, is called upon by Gen. Lee to lead a counter attack and thus, by diverting the enemy, aid in the rescue of the train. We see the panorama of a battlefield flung over many miles of mountain and valley, the opposing intrenchments and the artillery fire, Col. Cameron and his men forming for the advance, their charge over broken ground, the grim harvest of death that swept most of them away, the bayonet rush of the devoted few right up to the trenches, the physical hand-grapple with the enemy, and Cameron, sole survivor, gaining the crest of the Federal works and falling wounded into the arms of Capt. Phil Stoneman, U. S. A., his erstwhile bosom friend. Prisoner in a Washington hospital, Ben Cameron slowly recovers from his wound. Like an angel of mercy Elsie Stoneman, Phil's sister, appears in the role of a volunteer nurse. Poor Ben falls desperately in love with her whose picture he had carried about for years. She and Ben's mother visit Lincoln, "the Great Heart," who clears the "little Colonel" of an odious charge and hands Mrs. Cameron the boy's papers of release.

PLANTATION LIFE BEFORE THE WAR

PIEDMONT CELEBRATES THE VICTORY AT BULL RUN WITH A GRAND BALL

THE LITTLE COLONEL LEADS HIS REGIMENT TO JOIN LEE'S ARMY

THE FIRST GATHERING OF THE KU KLUX KLANS

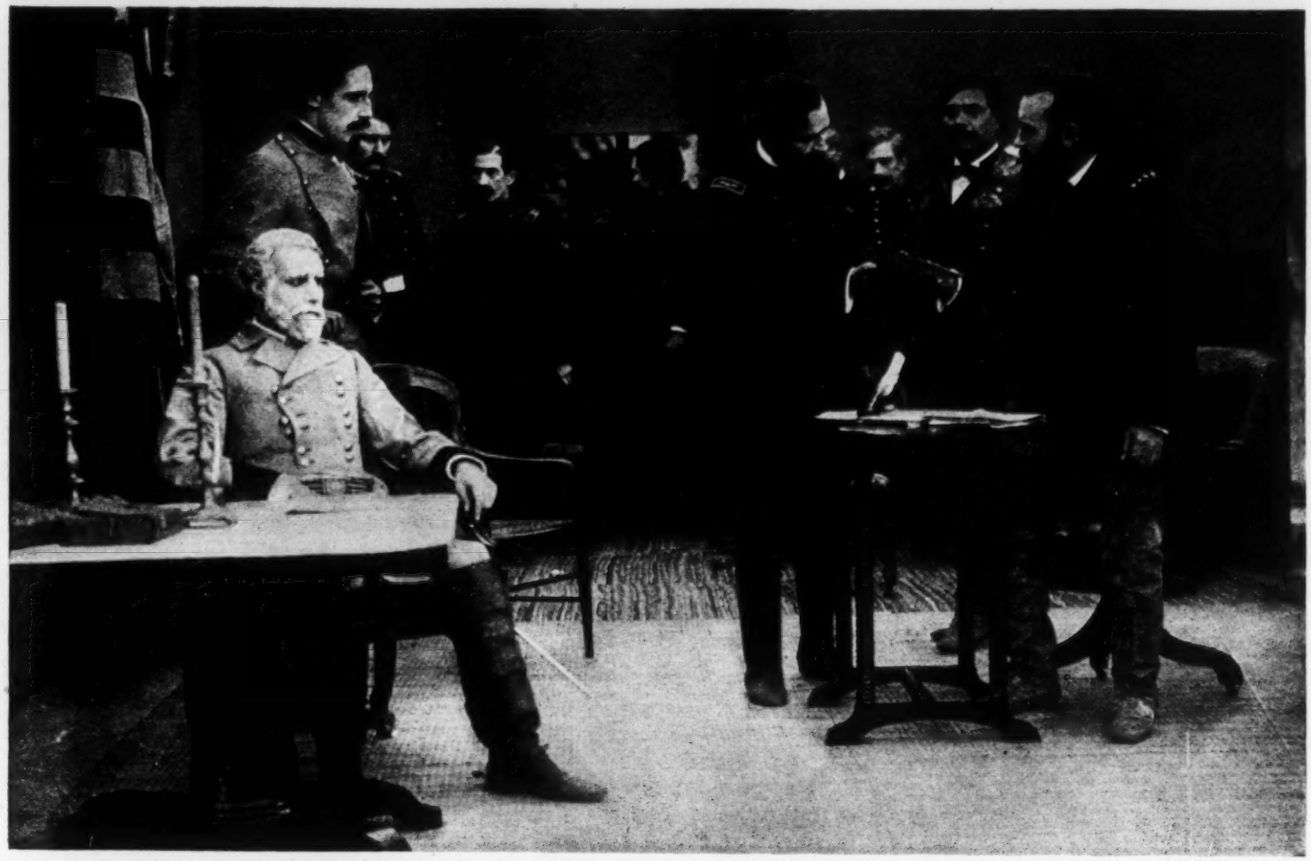
It seemed to Austin Stoneman, leader of Congress and Elsie's parent, that Lincoln was pursuing too mild a policy with the prostrate South. "I shall treat them as if they had never been away" was Lincoln's gentle answer to Stoneman's demand that the leaders be hanged and measures of reprisal adopted. What was there in Stoneman's life that made him so bitter to the Southern whites? Stoneman purposed to establish the complete political and social equality of the negroes. He was grooming a half-breed protege, one Silas Lynch, to go South as the "leader of his people."

The War ends in 1865 with the encirclement of the Southern army and the surrender of Robert E. Lee to U. S. Grant in the historic house at Appomattox Courthouse. There follows a terrible tragedy—the assassination of President Lincoln by Wilkes Booth in the crowded scene of a festival performance at Ford's Theatre on April 14, 1865. The South feels—and feels truly—that it has lost its best friend.

A few years later comes the real aftermath. Austin Stoneman, now supreme through the Congressional power of over-riding President Johnson's veto, goes south to supervise his "equality" programme. Elsie accompanies him, and so does Phil. They arrive in Piedmont and take a house next door to the Camerons. Elsie accepts the gallant little Confederate colonel, Ben Cameron, but the shadows of war-time hang too heavily over Margaret Cameron to permit her to make up at once with Phil. Meanwhile the reign of the carpet-baggers begins. The "Union League," so-called, wins the ensuing State election. Silas Lynch, the mulatto, is chosen Lieutenant-Governor. A legislature, with carpet-bag and negro members in overwhelming majority, loots the State. Lawlessness runs riot. Whites are elbowed off the streets, overawed at the polls, and often despoiled of their possessions. Ben Cameron then leads the white men of the country in organizing the "invisible empire" of the Ku Klux Klan. Devoted women of the South make the white, ghost-like costumes behind locked doors. Austin Stoneman boils with rage over this newest development. Lynch's spies bring evidence that the garments are being made by the Camerons and that Ben Cameron is night-riding. Stoneman bids Elsie to disavow her "traitorous" lover, and she, astonished and wounded that Ben is engaged in such work, gives him back his troth.

Little Flora Cameron, the joy and pride of the Cameron household, was sought after by the renegade family servant Gus, who had become a militiaman and joined Lynch's crew. Often had Flora been warned by her brother and parents never to go alone to the spring in the woods hard by the cliff called Lover's Leap. Little heeding the admonition, she took her pail one day and started off. Gus the renegade followed. Frightened by his approach, the little girl broke into a run. Gus ran too. Colonel Cameron, learning that she had gone alone, hastened forth and was the third person in the chase. Desperately the little girl zigzagged this way and that, dodging the burly pursuer, then, almost cornered, she climbed to the jutting edge of Lover's Leap whence, as Gus approached nearer, she leaped to her death. Brother Ben discovered the poor dying girl a few minutes later. Gus escaped, but he was afterwards captured, tried and found guilty. Then the Ku Klux Klan sent a messenger to the Titan of the adjoining county asking for re-inforcements to overawe the carpet-baggers and negroes.

The next outrage upon the unhappy family was the arrest of Dr. Cameron for having harbored the clansmen. As the soldiers were parading him to jail, Phil Stoneman, now a warm sympathizer with the Southrons, and some others organized a rescue party. They beat down the militia; the Doctor and his wife,



GRANT AND LEE AT APPOMATTOX SIGNING THE TERMS OF SURRENDER WHICH BROUGHT THE CIVIL WAR TO A CLOSE

Margaret, Phil and the faithful servants fled out into the country where they found refuge and warm hospitality in the log cabin of two Union veterans. The cabin was fortified and preparations were made against the militia's attack.

We must now leave the handful of whites defending the log cabin from the militiamen and visit Lieutenant-Governor Lynch's mansion in Piedmont. Miss Elsie Stoneman is there on the errand of appealing to Lynch, the "friend" of her father in behalf of her brother and the Camerons. But instead Lynch siezes this opportunity to declare his "love" for his patron's beautiful daughter, says he will make her queen of his empire, and orders a negro chaplin to be sent for to perform a forced marriage. At this crucial moment, word is received of Congressman Stoneman's return. Lynch goes out to tell him that he (Lynch) aspires to the hand of the white man's daughter. Then Stoneman, the "social equalizer," the theoretical upholder of the intermarriage of blacks and whites, finds all his theories upset by the personal fact. Rage and storm as he will, Stoneman too is helpless. There is but one hope anywhere in prospect—the courageous and chivalric host of Ku Klux riding for dear life towards Piedmont.

Ben Cameron, the "little Colonel," is at their head. They are armed to the teeth and pledged to victory or death. As they rush the little mountain town,

their guns mow down the militia troops opposing them; the Lynch mansion is taken, and Ben and his men bursting into the room free the Stonemans, Ben taking the overjoyed Elsie in his arms. But there is other work afoot. Quickly a detachment of the clansmen remount and hurry to the scene of the attack of the cabin. The little party within its besieged walls are almost at the last gasp. The militia raiders are forcing the doors, already half a dozen of them have gained the inside of the cabin, when the crack! crack! crack! of the Ku Klux rifles announce rescue and safety. The surprise attack routs the raiders completely, and the men and women of the party hug and kiss their deliverers.

There is little left to tell. To Ben and Elsie, to Phil and Margaret, the sequel is a beautiful double honeymoon by the sea. To the American people, the outcome of four years of fratricidal strife, the nightmare of Reconstruction, and the establishment of the South in its rightful place, is the birth of a new nation. Lincoln's plan of restoring the negroes to Africa was dreamed of only, never carried out. The new nation, the real United States, as the years glided by, turned away forever from the blood-lust of War and anticipated with hope the world-millenium in which a brotherhood of love should bind all the nations together.

FACTS ABOUT "THE BIRTH OF A NATION"

THERE are over 5,000 distinct scenes in "The Birth of a Nation."

18,000 people and 3,000 horses were utilized in making the narrative.

Mr. Griffith worked 8 months without a let up to complete the picture.

The approximate cost of the production was $500,000. The women's dresses of the period of 1860 used up 12,000 yards of cloth. Over 25,000 yards of white material were sewed into costumes of the Ku Klux Klans.

200 seamstresses worked for two months to make these costumes historically correct and appropriately picturesque.

5,000 works and reports on the history of the Civil War and the periods immediately leading up to and following the great conflict were searched for authentic data. This research was conducted by four college professors specially engaged upon it.

Every piece of ordnance or musketry in the battle scenes is an exact reproduction of the artillery and arms used on both sides during the war of the 60's.

For the assassination of President Lincoln, Ford's Theatre, Washington, was reproduced to the smallest detail. The scene itself was taken in the presence of several eye witnesses of the actual occurrence. These witnesses were in Ford's Theatre the night John Wilkes Booth's shot laid the great Lincoln low.

To depict the ravages of Sherman's March to the Sea, a city was specially built, only to be destroyed before the eyes of the spectators of the picture.

$10,000 a day was paid for the use of an entire county in order to reproduce the wild rides of the Klansmen.

West Point engineers laid out the great battle scene of Petersburg from maps and reports in the War Department at Washington. Intimate details of the action supplied by veterans who fought on either side.

Night photography was perfected for the first time to secure battle scenes in the dark. This detail cost $5,000.

Great artillery duels actually reproduced. Specially prepared shells exploded at a cost of $80 each.

A commissary and two hospital corps were maintained while the pictures were being taken. Not a human life was lost.

A musical score for 40 pieces composed and minutely synchronized to several thousand individual scenes.

The condensed production represents 12,000 feet of film. Nearly 200,000 feet of film was originally taken.

D.W. GRIFFITH'S
The Birth of a Nation

DIRECTION OF
EPOCH PRODUCING CORPORATION
H. E. AITKEN
PRESIDENT

D. W. GRIFFITH, Presents

THE BIRTH OF A NATION

AN HISTORICAL DRAMA IN TWO ACTS

CAST OF CHARACTERS

COL. BEN CAMERON.....HENRY WALTHALL
MARGARET CAMERON, the elder sister
MIRIAM COOPER
FLORA, the pet sister.....MAE MARSH
MRS. CAMERON.....JOSEPHINE CROWELL
DR. CAMERON.....SPOTTISWOODE AIKEN
WADE CAMERON, the second son..J. A. BERINGER
DUKE CAMERON, the youngest son
MAXFIELD STANLEY
MAMMY, their faithful old servant.....JENNIE LEE
HON. AUSTIN STONEMAN, Leader of the House
RALPH LEWIS
ELSIE, his daughter.....LILLIAN GISH
PHIL, his elder son.....ELMER CLIFTON
TOD, the younger son.....ROBERT HARRON

JEFF, the blacksmith.....WALLACE REED
LYDIA BROWN, Stoneman's mulatto housekeeper
MARY ALDEN
SILAS LYNCH, mulatto Lieutenant-Governor
GEORGE SEIGMANN
GUS, a renegade negro.....WALTER LONG
ABRAHAM LINCOLN.....JOSEPH HENABERY
JOHN WILKES BOOTH.....RAOUL WALSH
GEN. U. S. GRANT.....DONALD CRISP
GEN. ROBT. E. LEE.....HOWARD GAYE
NELSE, an old fashioned negro...WILLIAM DeVAULL
JAKE, a black man faithful unto death
WILLIAM FREEMAN
STONEMAN'S SERVANT.....THOMAS WILSON

Cabinet Members, Generals, Military Aides and Attaches, Secretaries, Senators, Representatives, Visitors, Soldiers, Abolitionists, Ku Klux Klansmen, Plantation Crowds and Mobs.

Note.—There will be an intermission of eight minutes between Acts I. and II.

THE GRIFFITH TRADE MARK

All pictures produced by David W. Griffith have the name Griffith in the upper corners of the film and the initials D. G. on the lower border line. There are no exceptions to this rule. Mr. Griffith has several new productions under way which will be announced from time to time.

Entire production under the personal direction of D. W. GRIFFITH

Photography by G. W. BITZER

Music by JOSEPH CARL BREIL

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MUSEUM OF MODERN ART FILM LIBRARY

SOUVENIR

THE BIRTH OF A NATION

The Most Stupendous and Fascinating Motion Picture
Drama Created in the United States

Founded on Thomas Dixon's Story
"THE CLANSMAN"

PRODUCED UNDER THE PERSONAL DIRECTION OF

D. W. GRIFFITH

Scenario by D. W. GRIFFITH and FRANK E. WOODS
Music by JOSEPH CARL BREIL
Photography by G. W. BITZER

DIRECTION OF
EPOCH PRODUCING CORPORATION
H. E. AITKEN, *President*

PUBLISHED BY
THE EPOCH PRODUCING CORPORATION
420 LONGACRE BUILDING
NEW YORK CITY

David Wark Griffith

"The most beautiful picture ever put on canvas, the finest statue ever carved, is a ridiculous caricature of real life compared with the flickering shadow of a tattered film in a backwoods nickelodeon."

THE above assertion was made by Dr. E. E. Slosson, of Columbia University in an article entitled "The Birth of a New Art" which was published in the Independent of April 6th, 1914.

On April 1st, 1914, David Wark Griffith, the subject of this sketch, set to work laying the ground plans for a great picture which has since been introduced to the world under the name "The Birth of a Nation."

Neither Dr. Slosson nor Mr. Griffith knew of the other's mental processes. While one was proclaiming the dawn of a new era the other was at work upon the long looked-for American play. It is rare to find prophesy and fulfillment so closely linked together.

No discussion of the relationship of motion picture art to contemporary life can be complete without a knowledge of what D. W. Griffith has done to develop and enlarge the artistic standards of motion photography. There is in his work a distinctive touch of individual craftsmanship; an all embracing attention to detail which has come to be known as the Griffith art.

No form of expression seeking to reveal the truths and beauties of life has ever made such progress within a given lapse of time as motion photography. Perhaps this is because motion is the essence of realism and life itself is but a part of the impulse of the universe, motion.

In developing the dramatic possibilities of the screen dramas Griffith has shown that he is not only a poet. He is a master technician. His accomplishments are the major part of the history of motion pictures in America. He is the creator of practically every photographic and dramatic effect seen today. He is responsible for nearly every innovation of the past decade. He was the first producer to bring rhythm and perspective into motion pictures and make them the background of his story.

Griffith's poetic imagination stretches across dreamy dales, through swaying trees, back to distant mountains with their snow crested tops blazing in the sunlight, it reaches across the lapping waves of a deep blue sea to what seems the end of the universe. From one of these far away vistas he brings forth a young girl and shows her progress until she comes so close you see a tear drop quiver on her eyelid before it falls to her cheek. This you see so clearly that through her eyes you read her innermost emotions. It seems almost too intimate, too realistic.

And then in a flash you see great plains and on them nations grappling in their death throes and worlds battling for military supremacy. Such sequences and multiplicities of action appear quite simple now, yet they had to be carefully thought out. We say with pride that an American invented the technique required to produce them.

When Griffith began directing picture plays the idea of showing human beings otherwise than full length was regarded as rank heresy. He created the "close up." When he first photographed the faces of his actors, withholding everything not essential to the needed effect, audiences that now applaud, showed their disapproval by stamping their feet upon the floor. Critics said his characters did not walk into the pictures, but swam in without legs or arms. He next conceived the idea of the "switch back." By this device he shows a character under certain circumstances and the next instant by switching the action back to something seen before he makes you see what the character is thinking of. An improvement upon the original idea he accomplished by the slow fading in and out of mystical or symbolic figures which make you see what other characters are thinking of, thus avoiding the harsh jumping from one scene to another which had been the rule before.

While Griffith was making these mechanical improvements he was keenly alive to the needs of improved screen acting. No ten other men in America have developed so many film favorites. He is a born director of people, and can discover latent talent in a camera recruit quicker than any other

man in the world. He loves to work with raw material and see a young player blossom into the full power of poetic expression. His aim has been to produce natural acting. The old jumpy-see-sawing of the arms and pawing of the air, mis-named pantomime, has disappeared under his watchful care. In less than six years Griffith has made screen acting a formidable rival of that seen on the legitimate stage.

These developments are but details of the forward movement of the art of motion photography. The old stilted forms have passed. The motion picture artist must henceforth be capable of taking infinite pains. He must have the poetic imagination and the technique to give expression to his dreams. With these requisites he becomes the super-artist of the new movement. This Griffith, whose vision leaps to the furtherest ends of the world of fancy—pausing here to note the smile in the eyes of Youth; then to see the shadow of sinister crime fall across the vision of unsuspecting Purity; picturing now a tear on a child's cheek; now a nation in the throes of war, while roses bloom and pastoral scenes, such as Corot never dreamed of reproducing, form the background. These are the things that Griffith's art shows as no drama of the spoken word could hope to do. A new epic force illuminates human vision and human figures alive with the instincts and purposes of life obey the will of the super-artist.

This pioneer who has done so much to show the possibilities of this new art is unresponsive when it comes to his personal life. He thinks only of his work. He holds that people are interested in the deeds that men do, rather than in who the men are. We asked Mr. Griffith for a biographical sketch. He answered that he was born in Kentucky, that he grew up in a house like most boys; started out after his school and college days to find his place in the world, and that since he went into the business of producing pictures he has lived most of the time under his hat.

A NATION IS BORN

AMONG our fathers lived a poet-leader who dreamed a new vision of humanity—that out of the conflicting interests and character of thirteen American States, stretching their territories from the frosts of the north to the tropic jungles of Florida, there could be built one mighty people. For eighty years this vision remained a dream—sectionalism and disunity the grimmest realities of our life.

Lord Cornwallis, the British Commander, had surrendered at Yorktown, Virginia, to the allied armies of the Kingdom of France and the original thirteen States by name—New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Virginia, Maryland, North Carolina, South Carolina and Georgia. Through seventy-five years of growth and conflict these States clung to their individual sovereignty, feeling with jealous alarm the slow but resistless growth of a national spirit within the body of the Federal Union. This new being was stirred at last into conscious life by Daniel Webster's immortal words—

"LIBERTY AND UNION,
ONE AND INSEPARABLE,
NOW AND FOREVER!"

The issue, which our fathers had not dared to face—whether the State or the Union should ultimately have supreme rule—was joined in 1861 over the problem of the Negro.

The South held with passionate conviction that we were a Republic of Republics, each State free and sovereign. The North, under the leadership of Abraham Lincoln, held that the Union was indestructible and its sovereignty supreme.

Until Lincoln's day the right of each State to peaceful secession was scarcely disputed, North or South. New England had more than once threatened to withdraw long before South Carolina in her blind rage led the way.

And yet, unconsciously, the new being had grown into a living soul, and, in the mortal agony of four years of Civil War and eight years of more horrible Reconstruction, a Nation was born.

THOMAS DIXON.

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MIRIAM COOPER
MAE MARSH
SPOTTISWOODE AIKEN

HENRY WALTHALL
JOSEPH HENABERRY
WALTER LONG

LILLIAN GISH
MARY ALDEN
RALPH LEWIS

GEN. ROBT. E. LEE'S LAST STAND ON THE R

FAMOUS BATTLEFIELD OF PETERSBURG, VA.

A TRIBUTE TO

"THE BIRTH OF A NATION"

BY

RUPERT HUGHES

WHEN a great achievement of human genius is put before us, we can become partners in it, in a way, by applauding it with something of the enthusiasm that went into its making. It is that sort of collaboration that I am impelled to attempt in what follows.

When I saw "The Birth of a Nation" the first time, I was so overwhelmed by the immensity of it that I said:

"It makes the most spectacular production of drama look like the work of village amateurs. It reduces to childishness the biggest things the theatre can do."

For here were hundreds of scenes in place of four or five; thousands of actors in place of a score; armies in landscape instead of squads of supers jostling on a platform among canvas screens. Here was the evolution of a people, the living chronicle of a conflict of statesmen, a civil war, a racial problem rising gradually to a puzzle yet unsolved. Here were social pictures without number, short stories, adventures, romances, tragedies, farces, domestic comedies. Here was a whole art gallery of scenery, of humanity, of still life and life in wildest career. Here were portraits of things, of furniture, of streets, homes, wildernesses; pictures of conventions, cabinets, senates, mobs, armies; pictures of family life, of festivals and funerals, ballrooms and battlefields, hospitals and flower-gardens, hypocrisy and passion, ecstasy and pathos, pride and humiliation, rapture and jealousy, flirtation and anguish, devotion and treachery, self-sacrifice and tyranny. Here were the Southrons in their wealth, with their luxury at home, their wind-swept cotton fields; here was the ballroom with the seethe of dancers, here were the soldiers riding away to war, and the soldiers trudging home defeated with poverty ahead of them and new and ghastly difficulties arising on every hand.

Here was the epic of a proud, brave people beaten into the dust and refusing to stay there.

The pictures shifted with unending variety from huge canvasses to exquisite miniatures. Now it was a little group of refugees cowering in the ruins of a home. A shift of the camera and we were looking past them into a great valley with an army fighting its way through.

One moment we saw Abraham Lincoln brooding over his Emancipation Proclamation; another, and he was yielding to a mother's tears; later we were in the crowded theatre watching the assassin making his way to and from his awful deed.

The leagues of film uncoiled and poured forth beauty of scene, and face and expression, beauty of fabric and attitude and motion.

"The Birth of a Nation" is a choral symphony of light, light in all its magic; the sun flashing through a bit of blown black lace and giving immortal beauty to its pattern; or quivering in a pair of eyes, or on a snow-drift of bridal veil, or on a moonlit brook or a mountain side. Superb horses were shown plunging and rearing or galloping with a heart-quickening glory of speed down road and lane and through flying waters. Now came the thrill of a charge, or of a plunging steed caught back on its haunches in a sudden arrest. Now followed the terror of a bestial mob, the hurrah of a rescue, streets filled with panic and with carnival. Life is motion and here was the beautiful moving monument of motion.

"What could the stage give to rival all this?" I thought. "What could the novel give? or the epic poem?" The stage can publish the voice and the actual flesh; yet from the film these faces were eloquent enough without speech. And after all when we see people we are merely receiving in our eyes the light that beats back from their surfaces; we are seeing merely photographs and moving pictures.

I had witnessed numberless photoplays unrolled, pictures of every sort and condition of interest and value. I had seen elaborate "feature-films" occupying much time and covering many scenes. But none of them approached the unbroken fascination of "The Birth of a Nation."

The realism of this work is amazing; merely sit at a window and actuality rolls by. The grandeur of mass and the minuteness of detail are unequalled in my experience. And so the first impression of my first view of this was that it was something new and wonderful in dramatic composition and in artistic achievement.

In his novel "The Clansman," the Rev. Thomas Dixon had made a fervid defence of his people from the harsh judgments and condemnations of unsympathetic historians. With this book as a foundation, David W. Griffith built up a structure of national scope and of heroic proportions.

Of course, size has little to do with art. A perfect statuette like one of the exquisite figurines of Tanagra is as great in a sense as the cathedral of Rheims. A flawless sonnet of Milton's need not yield place to his "Paradise Lost." A short story of Poe's has nothing to fear from a cycle of Dumas novels, nor has "The Suwanee River" anything to fear from the Wagnerian tetralogy.

And yet we cannot but feel that a higher power has created the larger work, since the larger work includes the problems of the smaller; and countless others. The larger work compels and tests the tremendous gifts of organization, co-ordination, selection, discipline, climax.

One comes from this film saying: "I have done the South a cruel injustice, they are all dead, these cruelly tried people, but I feel now that I know them as they were; not as they ought to have been or might have been, but as they were; as I should probably have been in their place. I have seen them in their homes, in their pride and their glory and I have seen what they went back to. I understand them better."

And after all what more vital mission has narrative and dramatic art than to make us understand one another better?

Hardly anybody can be found today who is not glad that Slavery was wrenched out of our national life, but it is not well to forget how and why it was defended, and by whom; what it cost to tear it loose; or what suffering and bewilderment were left with the bleeding wounds. The North was not altogether blameless for the existence of slavery, nor was the South altogether blameworthy for it or for its aftermath. "The Birth of a Nation" is a peculiarly human presentation of a vast racial tragedy.

There has been some hostility to the picture on account of an alleged injustice to the negroes. I have not felt it; and I am one who cherishes a great affection and a profound admiration for the negro. He is enveloped in one of the most cruel and insoluble riddles of history. His position is the more difficult since those who ardently endeavor to relieve him of his burdens are peculiarly apt to increase them.

"The Birth of a Nation" presents many lovable negroes who win hearty applause from the audiences. It presents also some exceedingly hateful negroes. But American history has the same fault and there are bad whites also in this film as well as virtuous.

It is hard to see how such a drama could be composed without the struggle of evil against good. Furthermore, it is to the advantage of the negro of today to know how some of his ancestors misbehaved and why the prejudices in his path have grown there. Surely no friend of his is to be turned into an enemy by this film, and no enemy more deeply embittered.

"The Birth of a Nation" is a chronicle of human passion. It is true to fact and thoroughly documented. It is in no sense an appeal to lynch-law. The suppression of it would be a dangerous precedent in American dramatic art.

If the authors are never to make use of plots which might offend certain sects, sections, professions, trades, races or political parties, then creative art is indeed in a sad plight.

"Uncle Tom's Cabin" has had a long and influential career. Perhaps no book ever written exerted such an effect on history. It was denounced with fury by the South as a viciously unfair picture. It certainly stirred up feeling, and did more than perhaps any other document to create and set in motion the invasion and destruction of the southern aristocracy. Yet it was not suppressed because of its riot-provoking tendencies. And it is well that it was not suppressed.

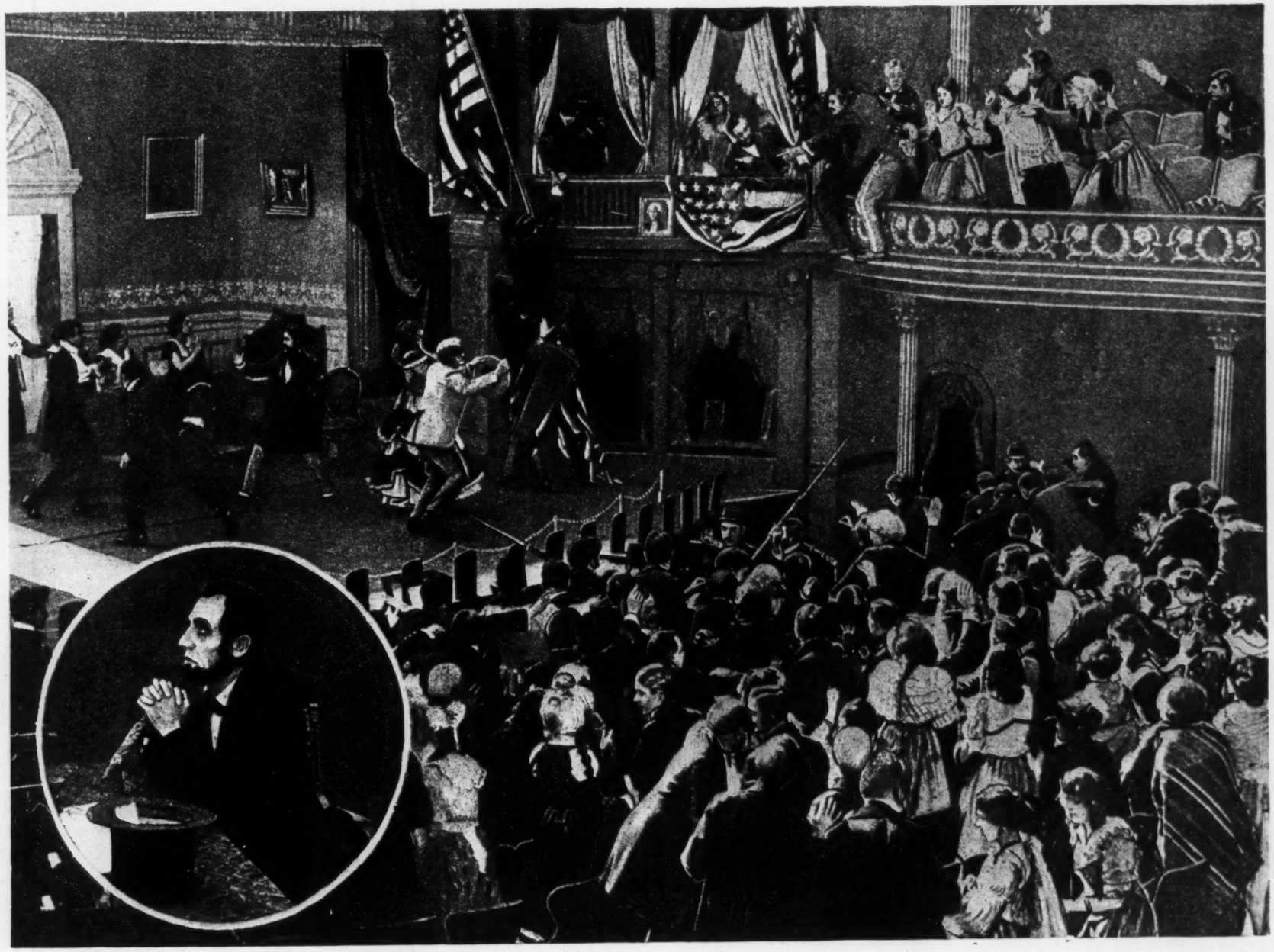
"The Birth of a Nation" has no such purpose. It is a picture of a former time. All its phases are over and done, and most of the people of its time are in their graves. But it is a brilliant, vivid, thrilling masterpiece of historical fiction. Thwarting its prosperity would be a crime against creative art and a menace to its freedom. The suppression of such fictional works has always been one of the chief instruments of tyranny and one of the chief dangers of equality.

I saw the play first in a small projecting room with only half a dozen spectators present. We sat mute and spellbound for three hours. When I learned that it had to be materially condensed it seemed a pity to destroy one moment of it. The next time I saw it was in a crowded theatre and it was accompanied by an almost incessant murmur of approval and comment, roars of laughter, gasps of anxiety and outbursts of applause. It was not silent drama so far as the audience was concerned.

The scene changed with the velocity of lightning, of thought. One moment we saw a vast battlefield with the enemies like midgets in the big world, the next we saw some small group filling the whole space with its personal drama; then just one of two faces big with emotion. And always a story was being told with every device of suspense, preparation, relief, development, and crisis.

I cannot imagine a human emotion that is not included somewhere in this story, from the biggest national psychology to the littlest whim of a petulant girl; from the lowest depths of ruthless villainy to the utmost grandeur of patriotic ideal.

All of the seven wonders of the world were big things. I feel that David W. Griffith has done a big thing and he has a right to the garlands as well as the other emoluments. "The Birth of a Nation" is a work of epochal importance in a large and fruitful field of social endeavor. In paying it this tribute of profound homage, I feel that I am doing only my duty by American art, merely rendering unto Caesar the things that are Caesar's.



FORD'S THEATRE, WASHINGTON, D. C., APRIL 14, 1865
ABRAHAM LINCOLN, OUR FIRST MARTYRED PRESIDENT

THE STORY OF THE PICTURE

THE FIRST ship that brought a cargo of African slaves to North America started the series of troublous events preceding the birth of a great nation. Abolition was subsequently advocated, but the idea of social equality was never considered. The South declared it would secede, if in 1860 a Republican president was elected. That president, Abraham Lincoln, issued a call for 75,000 volunteers. For the first time in American annals he used the Federal power to subdue the sovereignty of individual states.

The Stoneman boys of Pennsylvania had been house guests at Piedmont, S. C., of their boarding-school chums, the Cameron boys. Phil Stoneman and Margaret Cameron, "fair as a flower," had looked, longed and loved. Ben Cameron had never met Elsie Stoneman, yet the daguerreotype of her he had pilfered from Phil seemed about the dearest, sweetest thing in the world. The younger lads of the two houses—too young for sentiment and romance—frolicked like friendly young colts. Most charming and lovable of all the Cameron clan was the Doctor and Mrs. Cameron's youngest daughter Flora.

When War casts its shadow over the land, Phil and Tod Stoneman are summoned to fight for the Stars and Stripes; Ben Cameron and his two younger brothers, for the Stars and Bars. The grim years drag along. Piedmont gayly enters the conflict, but ruin and devastation follow. The town gets a foretaste of rapine and pillage in the raid of a mixed body of white and colored guerillas against it. The scale of events inclines to the Union cause. Southern wealth and resources are burned or commandeered by Sherman in his march to the sea. Meantime two of the Cameron boys have perished in battle, one of them face to face with his dying chum Tod. Grant is pressing the Confederacy in the famous campaign around Petersburg. When Confederate supplies are running low, one of the provision trains is cut off and the "little Colonel," Ben Cameron, is called upon by Gen. Lee to lead a counter attack and thus, by diverting the enemy, aid in the rescue of the train. We see the panorama of a battlefield flung over many miles of mountain and valley, the opposing intrenchments and the artillery fire, Col. Cameron and his men forming for the advance, their charge over broken ground, the grim harvest of death that swept most of them away, the bayonet rush of the devoted few right up to the trenches, the physical hand-grapple with the enemy, and Cameron, sole survivor, gaining the crest of the Federal works and falling wounded into the arms of Capt. Phil Stoneman, U. S. A., his erstwhile bosom friend. Prisoner in a Washington hospital, Ben Cameron slowly recovers from his wound. Like an angel of mercy Elsie Stoneman, Phil's sister, appears in the role of a volunteer nurse. Poor Ben falls desperately in love with her whose picture he had carried about for years. She and Ben's mother visit Lincoln, "the Great Heart," who clears the "little Colonel" of an odious charge and hands Mrs. Cameron the boy's papers of release.

It seemed to Austin Stoneman, leader of Congress and Elsie's parent, that Lincoln was pursuing too mild a policy with the prostrate South. "I shall treat them as if they had never been away" was Lincoln's gentle answer to Stoneman's demand that the leaders be hanged and measures of reprisal adopted. What was there in Stoneman's life that made him so bitter to the Southern whites? Stoneman purposed to establish the complete political and social equality of the negroes. He was grooming a half-breed protege, one Silas Lynch, to go South as the "leader of his people."

The War ends in 1865 with the encirclement of the Southern army and the surrender of Robert E. Lee to U. S. Grant in the historic house at Appomattox Courthouse. There follows a terrible tragedy—the assassination of President Lincoln by Wilkes Booth in the crowded scene of a festival performance at Ford's Theatre on April 14, 1865. The South feels—and feels truly—that it has lost its best friend.

A few years later comes the real aftermath. Austin Stoneman, now supreme through the Congressional power of over-riding President Johnson's veto, goes south to supervise his "equality" programme. Elsie accompanies him, and so does Phil. They arrive in Piedmont and take a house next door to the Camerons. Elsie accepts the gallant little Confederate colonel, Ben Cameron, but the shadows of war-time hang too heavily over Margaret Cameron to permit her to make up at once with Phil. Meanwhile the reign of the carpet-baggers begins. The "Union League," so-called, wins the ensuing State election. Silas Lynch, the mulatto, is chosen Lieutenant-Governor. A legislature, with carpet-bag and negro members in overwhelming majority, loots the State. Lawlessness runs riot. Whites are elbowed off the streets, overawed at the polls, and often despoiled of their possessions. Ben Cameron then leads the white men of the country in organizing the "invisible empire" of the Ku Klux Klan. Devoted women of the South make the white, ghost-like costumes behind locked doors. Austin Stoneman boils with rage over this newest development. Lynch's spies bring evidence that the garments are being made by the Camerons and that Ben Cameron is night-riding. Stoneman bids Elsie to disavow her "traitorous" lover, and she, astonished and wounded that Ben is engaged in such work, gives him back his troth.

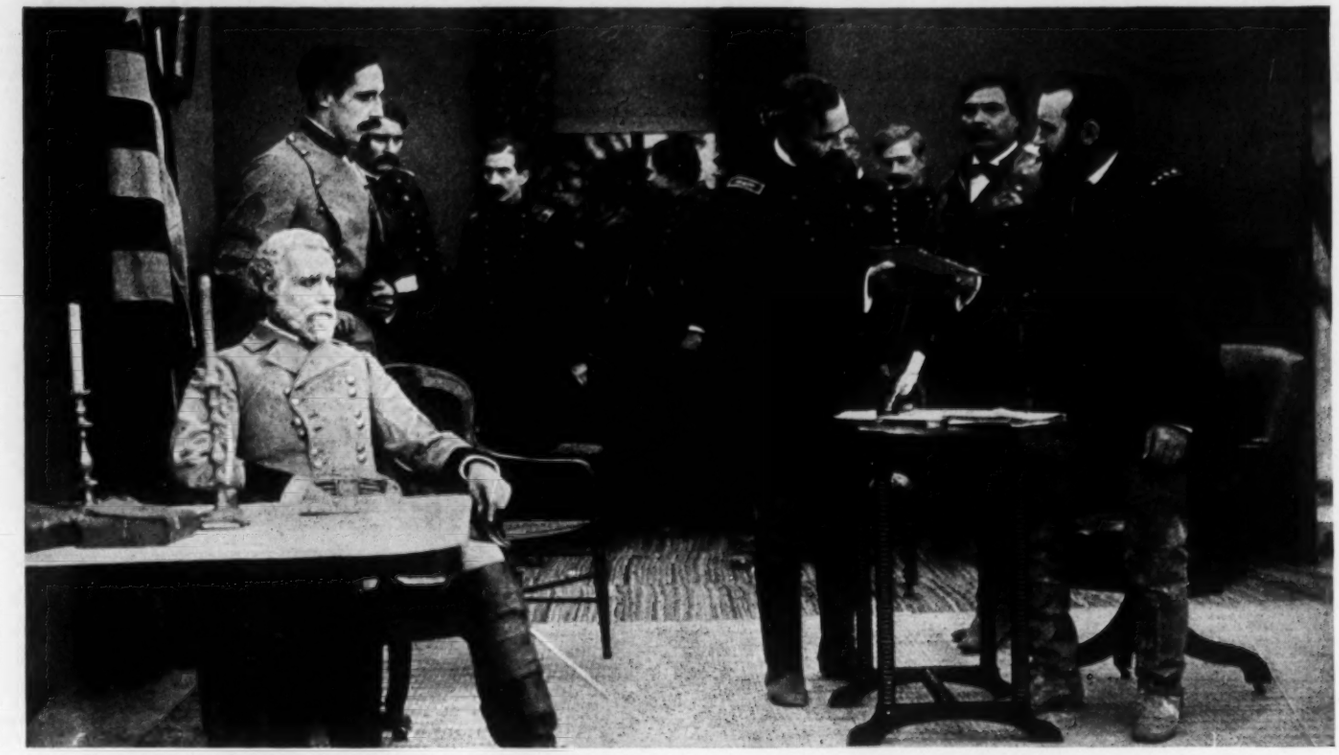
Little Flora Cameron, the joy and pride of the Cameron household, was sought after by the renegade family servant Gus, who had become a militiaman and joined Lynch's crew. Often had Flora been warned by her brother and parents never to go alone to the spring in the woods hard by the cliff called Lover's Leap. Little heeding the admonition, she took her pail one day and started off. Gus the renegade followed. Frightened by his approach, the little girl broke into a run. Gus ran too. Colonel Cameron, learning that she had gone alone, hastened forth and was the third person in the chase. Desperately the little girl zigzagged this way and that, dodging the burly pursuer,

PLANTATION LIFE BEFORE THE WAR

PIEDMONT CELEBRATES THE VICTORY AT BULL RUN WITH A GRAND BALL

THE LITTLE COLONEL LEADS HIS REGIMENT TO JOIN LEE'S ARMY

THE FIRST GATHERING OF THE KU KLUX KLANS



GRANT AND LEE AT APPOMATTOX SIGNING THE TERMS OF SURRENDER WHICH BROUGHT THE CIVIL WAR TO A CLOSE

then, almost cornered, she climbed to the jutting edge of Lover's Leap whence, as Gus approached nearer, she leaped to her death. Brother Ben discovered the poor dying girl a few minutes later. Gus escaped, but he was afterwards captured, tried and found guilty. Then the Ku Klux Klan sent a messenger to the Titan of the adjoining county asking for re-inforcements to overawe the carpet-baggers and negroes.

The next outrage upon the unhappy family was the arrest of Dr. Cameron for having harbored the clansmen. As the soldiers were parading him to jail, Phil Stoneman, now a warm sympathizer with the Southrons, and some others organized a rescue party. They beat down the militia; the Doctor and his wife, Margaret, Phil and the faithful servants fled out into the country where they found refuge and warm hospitality in the log cabin of two Union veterans. The cabin was fortified and preparations were made against the militia's attack.

We must now leave the handful of whites defending the log cabin from the militiamen and visit Lieutenant-Governor Lynch's mansion in Piedmont. Miss Elsie Stoneman is there on the errand of appealing to Lynch, the "friend" of her father in behalf of her brother and the Camerons. But instead Lynch seizes this opportunity to declare his "love" for his patron's beautiful daughter, says he will make her queen of his empire, and orders a negro chaplain to be sent for to perform a forced marriage At this crucial moment, word is received of Congressman Stoneman's return. Lynch goes out to tell him that he (Lynch) aspires to the hand of the white man's daughter. Then Stoneman, the "social equalizer," the theoretical upholder of the intermarriage of blacks and whites, finds all his theories upset by the personal fact. Rage and storm as he will, Stoneman too is helpless. There is but one hope anywhere in prospect—the courageous and chivalric host of Ku Klux riding for dear life towards Piedmont.

Ben Cameron, the "little Colonel," is at their head. They are armed to the teeth and pledged to victory or death. As they rush the little mountain town, their guns mow down the militia troops opposing them; the Lynch mansion is taken, and Ben and his men bursting into the room free the Stonemans, Ben taking the overjoyed Elsie in his arms. But there is other work afoot. Quickly a detachment of the clansmen remount and hurry to the scene of the attack of the cabin. The little party within its besieged walls are almost at the last gasp. The militia raiders are forcing the doors, already half a dozen of them have gained the inside of the cabin, when the crack! crack! crack! of the Ku Klux rifles announce rescue and safety. The surprise attack routes the raiders completely, and the men and women of the party hug and kiss their deliverers.

There is little left to tell. To Ben and Elsie, to Phil and Margaret, the sequel is a beautiful double honeymoon by the sea. To the American people, the outcome of four years of fratricidal strife, the nightmare of Reconstruction, and the establishment of the South in its rightful place, is the birth of a new nation. Lincoln's plan of restoring the negroes to Africa was dreamed of only, never carried out. The new nation, the real United States, as the years glided by, turned away forever from the blood-lust of War and anticipated with hope the world-millenium in which a brotherhood of love should bind all the nations together.

D. W. GRIFFITH COLLECTION
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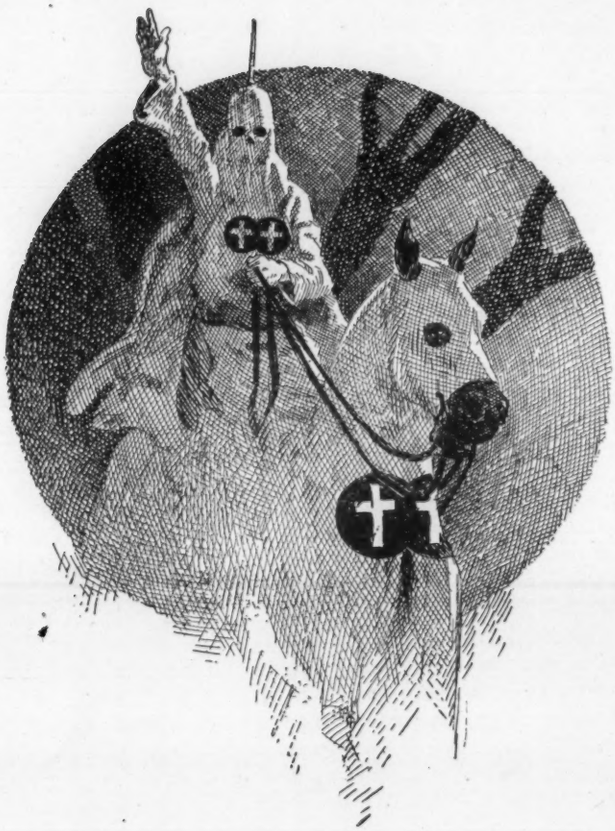

D.W. GRIFFITH'S

The Birth of a Nation

D. W. GRIFFITH, Presents

THE BIRTH OF A NATION

AN HISTORICAL DRAMA IN TWO ACTS

CAST OF CHARACTERS

COL. BEN CAMERON.....HENRY WALTHALL
MARGARET CAMERON, the elder sister.....MIRIAM COOPER
FLORA, the pet sister.....MAE MARSH
MRS. CAMERON.....JOSEPHINE CROWELL
DR. CAMERON.....SPOTTISWOODE AIKEN
WADE CAMERON, the second son.....J. A. BERINGER
DUKE CAMERON, the youngest son.....MAXFIELD STANLEY
MAMMY, their faithful old servant.....JENNIE LEE
HON. AUSTIN STONEMAN, Leader of the House.....RALPH LEWIS
ELSIE, his daughter.....LILLIAN GISH
PHIL, his elder son.....ELMER CLIFTON
TOD, the younger son.....ROBERT HARRON
JEFF, the blacksmith.....WALLACE REED
LYDIA BROWN, Stoneman's mulatto housekeeper.....MARY ALDEN
SILAS LYNCH, mulatto Lieutenant-Governor.....GEORGE SEIGMANN
GUS, a renegade negro.....WALTER LONG
ABRAHAM LINCOLN.....JOSEPH HENABERY
JOHN WILKES BOOTH.....RAOUL WALSH
GEN. U. S. GRANT.....DONALD CRISP
GEN. ROBT. E. LEE.....HOWARD GAYE
NELSE, an old-fashioned negro.....WILLIAM DeVAULL
JAKE, a black man faithful unto death.....WILLIAM FREEMAN
STONEMAN'S SERVANT.....THOMAS WILSON

Cabinet Members, Generals, Military Aides and Attaches, Secretaries, Senators, Representatives, Visitors, Soldiers, Abolitionists, Ku Klux Klansmen, Plantation Crowds and Mobs.

NOTE.—There will be an intermission of eight minutes between Acts I. and II.

THE GRIFFITH TRADE MARK

All pictures produced by David W. Griffith have the name Griffith in the upper corners of the film and the initials D. G. on the lower border line. There are no exceptions to this rule. Mr. Griffith has several new productions under way which will be announced from time to time. His next big production will be "The Mother and the Law," a story of modern life in America.

Entire production under the personal direction of D. W. GRIFFITH

Photography by G. W. BITZER Music by JOSEPH CARL BREIL

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D. W. GRIFFITH COLLECTION
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SOUVENIR

THE BIRTH OF A NATION

The Most Stupendous and Fascinating Motion Picture
Drama Created in the United States

Founded on Thomas Dixon's Story
"THE CLANSMAN"

PRODUCED UNDER THE PERSONAL DIRECTION OF
D. W. GRIFFITH

Scenario by D. W. GRIFFITH and FRANK E. WOODS
Music by JOSEPH CARL BREIL
Photography by G. W. BITZER

DIRECTION OF
EPOCH PRODUCING CORPORATION
H. E. AITKEN, *President*

PUBLISHED BY
THE EPOCH PRODUCING CORPORATION
420 LONGACRE BUILDING
NEW YORK CITY

David Wark Griffith

"The most beautiful picture ever put on canvas, the finest statue ever carved, is a ridiculous caricature of real life compared with the flickering shadow of a tattered film in a backwoods nickelodeon."

THE above assertion was made by Dr. E. E. Slosson, of Columbia University in an article entitled "The Birth of a New Art" which was published in the Independent of April 6th, 1914.

On April 1st, 1914, David Wark Griffith, the subject of this sketch, set to work laying the ground plans for a great picture which has since been introduced to the world under the name "The Birth of a Nation."

Neither Dr. Slosson nor Mr. Griffith knew of the other's mental processes. While one was proclaiming the dawn of a new era the other was at work upon the long looked-for American play. It is rare to find prophesy and fulfillment so closely linked together.

No discussion of the relationship of motion picture art to contemporary life can be complete without a knowledge of what D. W. Griffith has done to develop and enlarge the artistic standards of motion photography. There is in his work a distinctive touch of individual craftsmanship; an all embracing attention to detail which has come to be known as the Griffith art.

No form of expression seeking to reveal the truths and beauties of life has ever made such progress within a given lapse of time as motion photography. Perhaps this is because motion is the essence of realism and life itself is but a part of the impulse of the universe, motion.

In developing the dramatic possibilities of the screen dramas Griffith has shown that he is not only a poet. He is a master technician. His accomplishments are the major part of the history of motion pictures in America. He is the creator of practically every photographic and dramatic effect seen today. He is responsible for nearly every innovation of the past decade. He was the first producer to bring rhythm and perspective into motion pictures and make them the background of his story.

Griffith's poetic imagination stretches across dreamy dales, through swaying trees, back to distant mountains with their snow crested tops blazing in the sunlight, it reaches across the lapping waves of a deep blue sea to what seems the end of the universe. From one of these far away vistas he brings forth a young girl and shows her progress until she comes so close you see a tear drop quiver on her eyelid before it falls to her cheek. This you see so clearly that through her eyes you read her innermost emotions. It seems almost too intimate, too realistic.

And then in a flash you see great plains and on them nations grappling in their death throes and worlds battling for military supremacy. Such sequences and multiplicities of action appear quite simple now, yet they had to be carefully thought out. We say with pride that an American invented the technique required to produce them.

When Griffith began directing picture plays the idea of showing human beings otherwise than full length was regarded as rank heresy. He created the

"close up." When he first photographed the faces of his actors, withholding everything not essential to the needed effect, audiences that now applaud, showed their disapproval by stamping their feet upon the floor. Critics said his characters did not walk into the pictures, but swam in without legs or arms. He next conceived the idea of the "switch back." By this device he shows a character under certain circumstances and the next instant by switching the action back to something seen before he makes you see what the character is thinking of. An improvement upon the original idea he accomplished by the slow fading in and out of mystical or symbolic figures which make you see what other characters are thinking of, thus avoiding the harsh jumping from one scene to another which had been the rule before.

While Griffith was making these mechanical improvements he was keenly alive to the needs of improved screen acting. No ten other men in America have developed so many film favorites. He is a born director of people, and can discover latent talent in a camera recruit quicker than any other man in the world. He loves to work with raw material and see a young player blossom into the full power of poetic expression. His aim has been to produce natural acting. The old jumpy-see-sawing of the arms and pawing of the air, mis-named pantomime, has disappeared under his watchful care. In less than six years Griffith has made screen acting a formidable rival of that seen on the legitimate stage.

These developments are but details of the forward movement of the art of motion photography. The old stilted forms have passed. The motion picture artist must henceforth be capable of taking infinite pains. He must have the poetic imagination and the technique to give expression to his dreams. With these requisites he becomes the super-artist of the new movement. This Griffith, whose vision leaps to the furtherest ends of the world of fancy—pausing here to note the smile in the eyes of Youth; then to see the shadow of sinister crime fall across the vision of unsuspecting Purity; picturing now a tear on a child's cheek; now a nation in the throes of war, while roses bloom and pastoral scenes, such as Corot never dreamed of reproducing, form the background. These are the things that Griffith's art shows as no drama of the spoken word could hope to do. A new epic force illuminates human vision and human figures alive with the instincts and purposes of life obey the will of the super-artist.

This pioneer who has done so much to show the possibilities of this new art is unresponsive when it comes to his personal life. He thinks only of his work. He holds that people are interested in the deeds that men do, rather than in who the men are. We asked Mr. Griffith for a biographical sketch. He answered that he was born in Kentucky, that he grew up in a house like most boys; started out after his school and college days to find his place in the world, and that since he went into the business of producing pictures he has lived most of the time under his hat.

MIRIAM COOPER
MAE MARSH
SPOTTISWOODE AIKEN

HENRY WALTHALL
JOSEPH HENABERRY
WALTER LONG

LILLIAN GISH
MARY ALDEN
RALPH LEWIS

A TRIBUTE TO

"THE BIRTH OF A NATION"

BY

RUPERT HUGHES

WHEN a great achievement of human genius is put before us, we can become partners in it, in a way, by applauding it with something of the enthusiasm that went into its making. It is that sort of collaboration that I am impelled to attempt in what follows.

When I saw "The Birth of a Nation" the first time, I was so overwhelmed by the immensity of it that I said:

"It makes the most spectacular production of drama look like the work of village amateurs. It reduces to childishness the biggest things the theatre can do."

For here were hundreds of scenes in place of four or five; thousands of actors in place of a score; armies in landscape instead of squads of supers jostling on a platform among canvas screens. Here was the evolution of a people, the living chronicle of a conflict of statesmen, a civil war, a racial problem rising gradually to a puzzle yet unsolved. Here were social pictures without number, short stories, adventures, romances, tragedies, farces, domestic comedies. Here was a whole art gallery of scenery, of humanity, of still life and life in wildest career. Here were portraits of things, of furniture, of streets, homes, wildernesses; pictures of conventions, cabinets, senates, mobs, armies; pictures of family life, of festivals and funerals, ballrooms and battlefields, hospitals and flower-gardens, hypocrisy and passion, ecstasy and pathos, pride and humiliation, rapture and jealousy, flirtation and anguish, devotion and treachery, self-sacrifice and tyranny. Here were the Southrons in their wealth, with their luxury at home, their wind-swept cotton fields; here was the ballroom with the seethe of dancers, here were the soldiers riding away to war, and the soldiers trudging home defeated with poverty ahead of them and new and ghastly difficulties arising on every hand.

Here was the epic of a proud, brave people beaten into the dust and refusing to stay there.

The pictures shifted with unending variety from huge canvasses to exquisite miniatures. Now it was a little group of refugees cowering in the ruins of a home. A shift of the camera and we were looking past them into a great valley with an army fighting its way through.

One moment we saw Abraham Lincoln brooding over his Emancipation Proclamation; another, and he was yielding to a mother's tears; later we were in the crowded theatre watching the assassin making his way to and from his awful deed.

The leagues of film uncoiled and poured forth beauty of scene, and face and expression, beauty of fabric and attitude and motion.

"The Birth of a Nation" is a choral symphony of light, light in all its magic; the sun flashing through a bit of blown black lace and giving immortal beauty to its pattern; or quivering in a pair of eyes, or on a snow-drift of bridal veil, or on a moonlit brook or a mountain side. Superb horses were shown plunging and rearing or galloping with a heart-quickening glory of speed down road and lane

and through flying waters. Now came the thrill of a charge, or of a plunging steed caught back on its haunches in a sudden arrest. Now followed the terror of a bestial mob, the hurrah of a rescue, streets filled with panic and with carnival. Life is motion and here was the beautiful moving monument of motion.

"What could the stage give to rival all this?" I thought. "What could the novel give? or the epic poem?" The stage can publish the voice and the actual flesh; yet from the film these faces were eloquent enough without speech. And after all when we see people we are merely receiving in our eyes the light that beats back from their surfaces; we are seeing merely photographs and moving pictures.

I had witnessed numberless photoplays unrolled, pictures of every sort and condition of interest and value. I had seen elaborate "feature-films" occupying much time and covering many scenes. But none of them approached the unbroken fascination of "The Birth of a Nation."

The realism of this work is amazing; merely sit at a window and actuality rolls by. The grandeur of mass and the minuteness of detail are unequalled in my experience. And so the first impression of my first view of this was that it was something new and wonderful in dramatic composition and in artistic achievement.

In his novel "The Clansman," the Rev. Thomas Dixon had made a fervid defence of his people from the harsh judgments and condemnations of unsympathetic historians. With this book as a foundation, David W. Griffith built up a structure of national scope and of heroic proportions.

Of course, size has little to do with art. A perfect statuette like one of the exquisite figurines of Tanagra is as great in a sense as the cathedral of Rheims. A flawless sonnet of Milton's need not yield place to his "Paradise Lost." A short story of Poe's has nothing to fear from a cycle of Dumas novels, nor has "The Suwanee River" anything to fear from the Wagnerian tetralogy.

And yet we cannot but feel that a higher power has created the larger work, since the larger work includes the problems of the smaller; and countless others. The larger work compels and tests the tremendous gifts of organization, coordination, selection, discipline, climax.

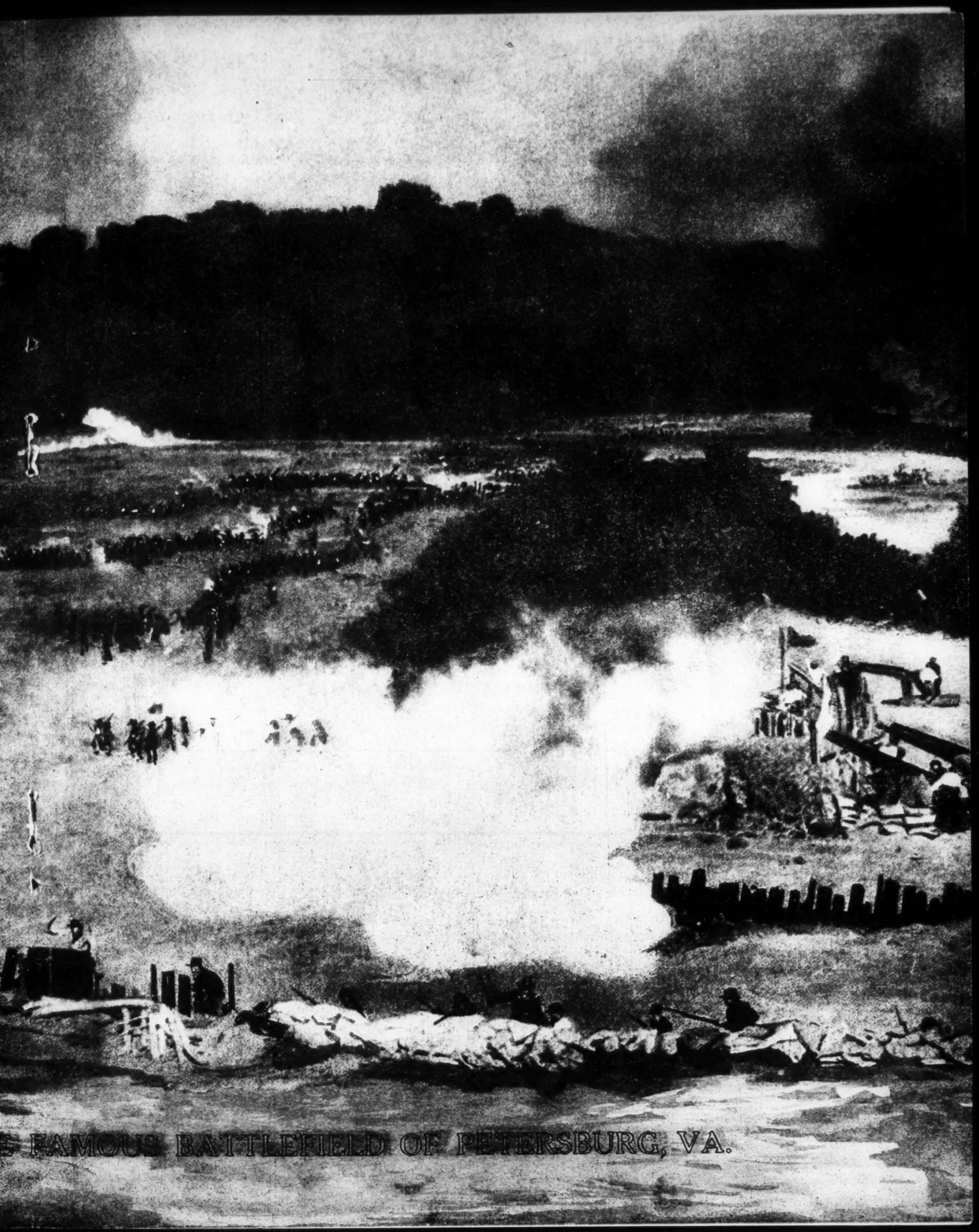
One comes from this film saying: "I have done the South a cruel injustice, they are all dead, these cruelly tried people, but I feel now that I know them as they were; not as they ought to have been or might have been, but as they were; as I should probably have been in their place. I have seen them in their homes, in their pride and their glory and I have seen what they went back to. I understand them better."

And after all what more vital mission has narrative and dramatic art than to make us understand one another better?

Hardly anybody can be found today who is not glad that Slavery was wrenched out of our national life, but it is not well to forget how and why it was defended, and by whom; what it cost to tear it loose; or what suffering and bewilderment were left with the bleeding wounds. The North was not altogether blameless for the existence of slavery, nor was the South altogether blameworthy for it or for its aftermath. "The Birth of a Nation" is a peculiarly human presentation of a vast racial tragedy.

There has been some hostility to the picture on account of an alleged injustice to the negroes. I have not felt it; and I am one who cherishes a great affection and a profound admiration for the negro. He is enveloped in one of the most cruel

GEN. ROBT. E. LEE'S LAST STAND ON THE



E FAMOUS BATTLEFIELD OF PETERSBURG, VA.

and insoluble riddles of history. His position is the more difficult since those who ardently endeavor to relieve him of his burdens are peculiarly apt to increase them.

"The Birth of a Nation" presents many lovable negroes who win hearty applause from the audiences. It presents also some exceedingly hateful negroes. But American history has the same fault and there are bad whites also in this film as well as virtuous.

It is hard to see how such a drama could be composed without the struggle of evil against good. Furthermore, it is to the advantage of the negro of today to know how some of his ancestors misbehaved and why the prejudices in his path have grown there. Surely no friend of his is to be turned into an enemy by this film, and no enemy more deeply embittered.

"The Birth of a Nation" is a chronicle of human passion. It is true to fact and thoroughly documented. It is in no sense an appeal to lynch-law. The suppression of it would be a dangerous precedent in American dramatic art.

If the authors are never to make use of plots which might offend certain sects, sections, professions, trades, races or political parties, then creative art is indeed in a sad plight.

"Uncle Tom's Cabin" has had a long and influential career. Perhaps no book ever written exerted such an effect on history. It was denounced with fury by the South as a viciously unfair picture. It certainly stirred up feeling, and did more than perhaps any other document to create and set in motion the invasion and destruction of the southern aristocracy. Yet it was not suppressed because of its riot-provoking tendencies. And it is well that it was not suppressed.

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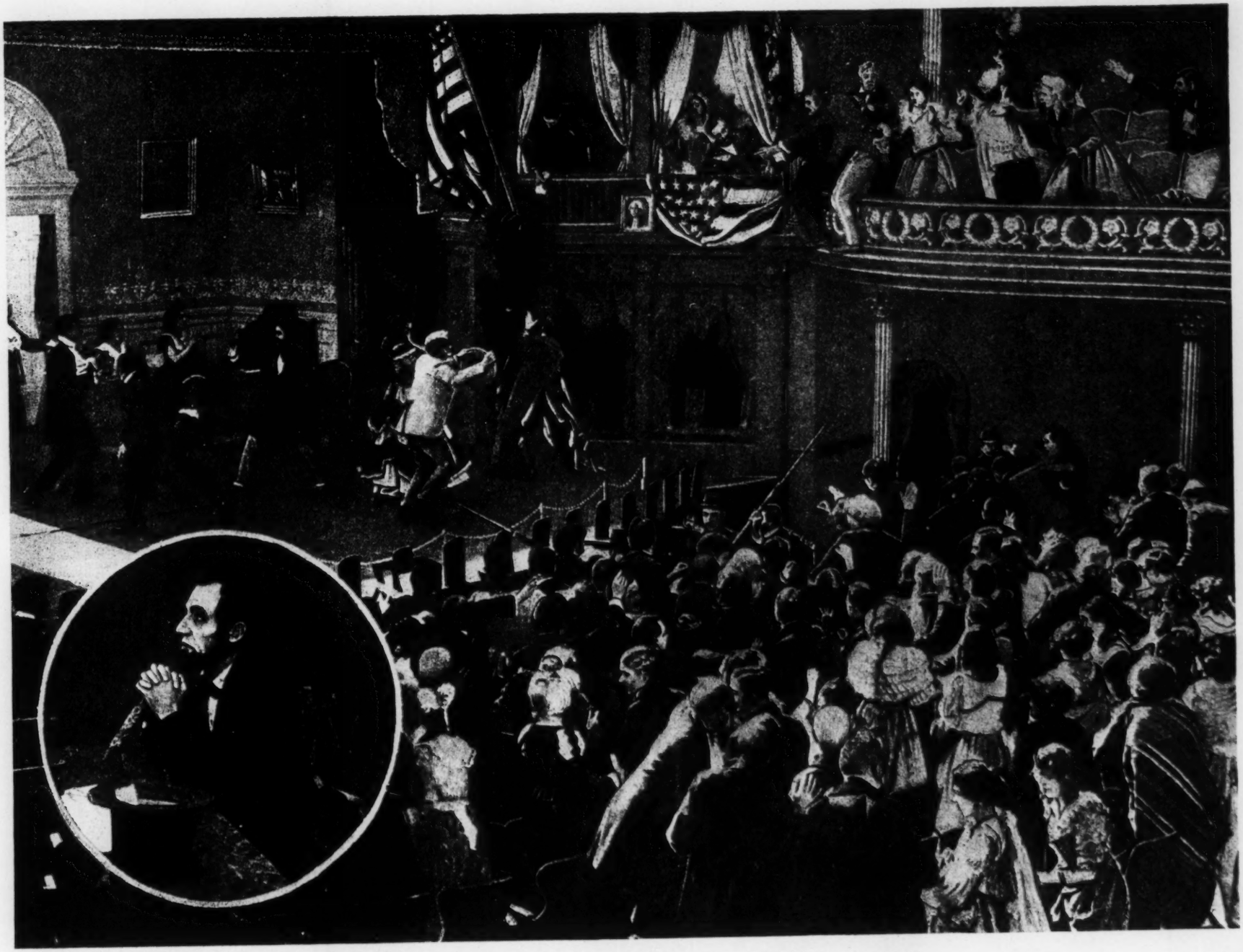
I cannot imagine a human emotion that is not included somewhere in this story from the biggest national psychology to the littlest whim of a petulant girl; from the lowest depths of ruthless villainy to the utmost grandeur of patriotic ideal.

All of the seven wonders of the world were big things. I feel that David W. Griffith has done a big thing and he has a right to the garlands as well as the other emoluments. "The Birth of a Nation" is a work of epochal importance in a large and fruitful field of social endeavor. In paying it this tribute of profound homage, I feel that I am doing only my duty by American art, merely rendering unto Cæsar the things that are Cæsar's.



FORD'S THEATRE, WASHINGTON, D. C., APRIL 14, 1865
ABRAHAM LINCOLN, OUR FIRST MARTYRED PRESIDENT

A NATION IS BORN

AMONG our fathers lived a poet-leader who dreamed a new vision of humanity—that out of the conflicting interests and character of thirteen American States, stretching their territories from the frosts of the north to the tropic jungles of Florida, there could be built one mighty people. For eighty years this vision remained a dream —sectionalism and disunity the grimmest realities of our life.

Lord Cornwallis, the British Commander, had surrendered at Yorktown, Virginia, to the allied armies of the Kingdom of France and the original thirteen States by name—New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Virginia, Maryland, North Carolina, South Carolina, and Georgia. Through seventy-five years of growth and conflict these States clung to their individual sovereignty, feeling with jealous alarm the slow but resistless growth of a national spirit within the body of the Federal Union. This new being was stirred at last into conscious life by Daniel Webster's immortal words—

"LIBERTY AND UNION,
ONE AND INSEPARABLE,
NOW AND FOREVER!"

The issue, which our fathers had not dared to face—whether the State or the Union should ultimately have supreme rule—was joined in 1861 over the problem of the Negro.

The South held with passionate conviction that we were a Republic of Republics, each State free and sovereign. The North, under the leadership of Abraham Lincoln, held that the Union was indestructible and its sovereignty supreme.

Until Lincoln's day the right of each State to peaceful secession was scarcely disputed, North or South. New England had more than once threatened to withdraw long before South Carolina in her blind rage led the way.

And yet, unconsciously, the new being within had grown into a living soul, and, in the mortal agony of four years of Civil War and eight years of more horrible Reconstruction, a Nation was born.

THOMAS DIXON.

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THE STORY OF THE PICTURE

THE FIRST ship that brought a cargo of African slaves to North America started the series of troublous events preceding the birth of a great nation. Abolition was subsequently advocated, but the idea of social equality was never considered. The South declared it would secede, if in 1860 a Republican president was elected. That president, Abraham Lincoln, issued a call for 75,000 volunteers. For the first time in American annals he used the Federal power to subdue the sovereignty of individual states.

The Stoneman boys of Pennsylvania had been house guests at Piedmont, S. C., of their boarding-school chums, the Cameron boys. Phil Stoneman and Margaret Cameron, "fair as a flower," had looked, longed and loved. Ben Cameron had never met Elsie Stoneman, yet the daguerreotype of her he had pilfered from Phil seemed about the dearest, sweetest thing in the world. The younger lads of the two houses—too young for sentiment and romance—frolicked like friendly young colts. Most charming and lovable of all the Cameron clan was the Doctor and Mrs. Cameron's youngest daughter Flora.

When War casts its shadow over the land, Phil and Tod Stoneman are summoned to fight for the Stars and Stripes; Ben Cameron and his two younger brothers, for the Stars and Bars. The grim years drag along. Piedmont gayly enters the conflict, but ruin and devastation follow. The town gets a foretaste of rapine and pillage in the raid of a mixed body of white and colored guerillas against it. The scale of events inclines to the Union cause. Southern wealth and resources are burned or commandeered by Sherman in his march to the sea. Meantime two of the Cameron boys have perished in battle, one of them face to face with his dying chum Tod. Grant is pressing the Confederacy in the famous campaign around Petersburg. When Confederate supplies are running low, one of the provision trains is cut off and the "little Colonel," Ben Cameron, is called upon by Gen. Lee to lead a counter attack and thus, by diverting the enemy, aid in the rescue of the train. We see the panorama of a battlefield flung over many miles of mountain and valley, the opposing intrenchments and the artillery fire, Col. Cameron and his men forming for the advance, their charge over broken ground, the grim harvest of death that swept most of them away, the bayonet rush of the devoted few right up to the trenches, the physical hand-grapple with the enemy, and Cameron, sole survivor, gaining the crest of the Federal works and falling wounded into the arms of Capt. Phil Stoneman, U. S. A., his erstwhile bosom friend. Prisoner in a Washington hospital, Ben Cameron slowly recovers from his wound. Like an angel of mercy Elsie Stoneman, Phil's sister, appears in the role of a volunteer nurse. Poor Ben falls desperately in love with her whose picture he had carried about for years. She and Ben's mother visit Lincoln, "the Great Heart," who clears the "little Colonel" of an odious charge and hands Mrs. Cameron the boy's papers of release.

PLANTATION LIFE BEFORE THE WAR

PIEDMONT CELEBRATES THE VICTORY AT BULL RUN WITH A GRAND BALL

THE LITTLE COLONEL LEADS HIS REGIMENT TO JOIN LEE'S ARMY

THE FIRST GATHERING OF THE KU KLUX KLANS

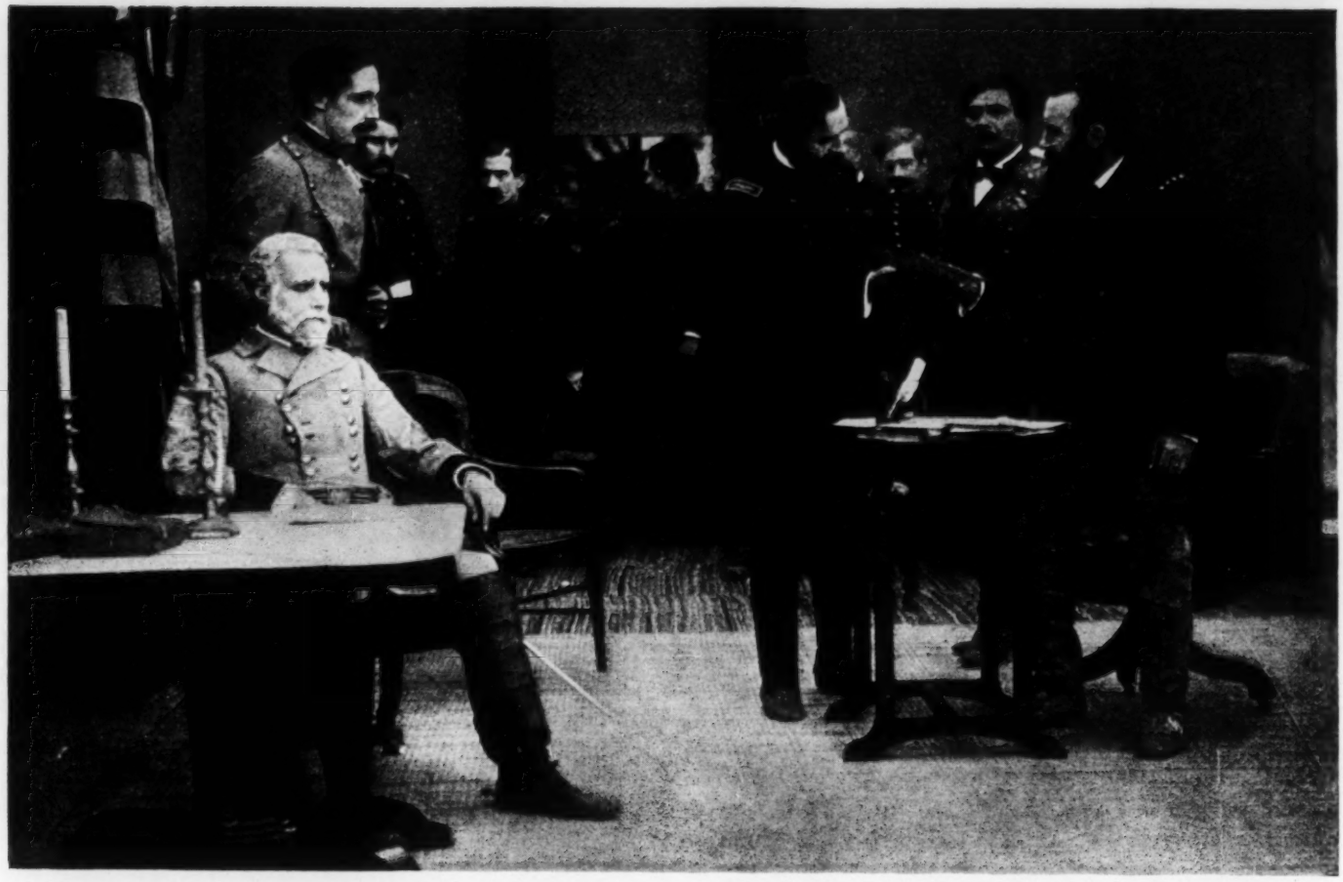
It seemed to Austin Stoneman, leader of Congress and Elsie's parent, that Lincoln was pursuing too mild a policy with the prostrate South. "I shall treat them as if they had never been away" was Lincoln's gentle answer to Stoneman's demand that the leaders be hanged and measures of reprisal adopted. What was there in Stoneman's life that made him so bitter to the Southern whites? Stoneman purposed to establish the complete political and social equality of the negroes. He was grooming a half-breed protege, one Silas Lynch, to go South as the "leader of his people."

The War ends in 1865 with the encirclement of the Southern army and the surrender of Robert E. Lee to U. S. Grant in the historic house at Appomattox Courthouse. There follows a terrible tragedy—the assassination of President Lincoln by Wilkes Booth in the crowded scene of a festival performance at Ford's Theatre on April 14, 1865. The South feels—and feels truly—that it has lost its best friend.

A few years later comes the real aftermath. Austin Stoneman, now supreme through the Congressional power of over-riding President Johnson's veto, goes south to supervise his "equality" programme. Elsie accompanies him, and so does Phil. They arrive in Piedmont and take a house next door to the Camerons. Elsie accepts the gallant little Confederate colonel, Ben Cameron, but the shadows of war-time hang too heavily over Margaret Cameron to permit her to make up at once with Phil. Meanwhile the reign of the carpet-baggers begins. The "Union League," so-called, wins the ensuing State election. Silas Lynch, the mulatto, is chosen Lieutenant-Governor. A legislature, with carpet-bag and negro members in overwhelming majority, loots the State. Lawlessness runs riot. Whites are elbowed off the streets, overawed at the polls, and often despoiled of their possessions. Ben Cameron then leads the white men of the country in organizing the "invisible empire" of the Ku Klux Klan. Devoted women of the South make the white, ghost-like costumes behind locked doors. Austin Stoneman boils with rage over this newest development. Lynch's spies bring evidence that the garments are being made by the Camerons and that Ben Cameron is night-riding. Stoneman bids Elsie to disavow her "traitorous" lover, and she, astonished and wounded that Ben is engaged in such work, gives him back his troth.

Little Flora Cameron, the joy and pride of the Cameron household, was sought after by the renegade family servant Gus, who had become a militiaman and joined Lynch's crew. Often had Flora been warned by her brother and parents never to go alone to the spring in the woods hard by the cliff called Lover's Leap. Little heeding the admonition, she took her pail one day and started off. Gus the renegade followed. Frightened by his approach, the little girl broke into a run. Gus ran too. Colonel Cameron, learning that she had gone alone, hastened forth and was the third person in the chase. Desperately the little girl zigzagged this way and that, dodging the burly pursuer, then, almost cornered, she climbed to the jutting edge of Lover's Leap whence, as Gus approached nearer, she leaped to her death. Brother Ben discovered the poor dying girl a few minutes later. Gus escaped, but he was afterwards captured, tried and found guilty. Then the Ku Klux Klan sent a messenger to the Titan of the adjoining county asking for re-inforcements to overawe the carpet-baggers and negroes.

The next outrage upon the unhappy family was the arrest of Dr. Cameron for having harbored the clansmen. As the soldiers were parading him to jail, Phil Stoneman, now a warm sympathizer with the Southrons, and some others organized a rescue party. They beat down the militia; the Doctor and his wife,



GRANT AND LEE AT APPOMATTOX SIGNING THE TERMS OF SURRENDER WHICH BROUGHT THE CIVIL WAR TO A CLOSE

Margaret, Phil and the faithful servants fled out into the country where they found refuge and warm hospitality in the log cabin of two Union veterans. The cabin was fortified and preparations were made against the militia's attack.

We must now leave the handful of whites defending the log cabin from the militiamen and visit Lieutenant-Governor Lynch's mansion in Piedmont. Miss Elsie Stoneman is there on the errand of appealing to Lynch, the "friend" of her father in behalf of her brother and the Camerons. But instead Lynch siezes this opportunity to declare his "love" for his patron's beautiful daughter, says he will make her queen of his empire, and orders a negro chaplin to be sent for to perform a forced marriage. At this crucial moment, word is received of Congressman Stoneman's return. Lynch goes out to tell him that he (Lynch) aspires to the hand of the white man's daughter. Then Stoneman, the "social equalizer," the theoretical upholder of the intermarriage of blacks and whites, finds all his theories upset by the personal fact. Rage and storm as he will, Stoneman too is helpless. There is but one hope anywhere in prospect—the courageous and chivalric host of Ku Klux riding for dear life towards Piedmont.

Ben Cameron, the "little Colonel," is at their head. They are armed to the teeth and pledged to victory or death. As they rush the little mountain town,

their guns mow down the militia troops opposing them; the Lynch mansion is taken, and Ben and his men bursting into the room free the Stonemans, Ben taking the overjoyed Elsie in his arms. But there is other work afoot. Quickly a detachment of the clansmen remount and hurry to the scene of the attack of the cabin. The little party within its besieged walls are almost at the last gasp. The militia raiders are forcing the doors, already half a dozen of them have gained the inside of the cabin, when the crack! crack! crack! of the Ku Klux rifles announce rescue and safety. The surprise attack routs the raiders completely, and the men and women of the party hug and kiss their deliverers.

There is little left to tell. To Ben and Elsie, to Phil and Margaret, the sequel is a beautiful double honeymoon by the sea. To the American people, the outcome of four years of fratricidal strife, the nightmare of Reconstruction, and the establishment of the South in its rightful place, is the birth of a new nation. Lincoln's plan of restoring the negroes to Africa was dreamed of only, never carried out. The new nation, the real United States, as the years glided by, turned away forever from the blood-lust of War and anticipated with hope the world-millenium in which a brotherhood of love should bind all the nations together.

FACTS ABOUT "THE BIRTH OF A NATION"

THERE are over 5,000 distinct scenes in "The Birth of a Nation."

18,000 people and 3,000 horses were utilized in making the narrative.

Mr. Griffith worked 8 months without a let up to complete the picture.

The approximate cost of the production was $500,000. The women's dresses of the period of 1860 used up 12,000 yards of cloth. Over 25,000 yards of white material were sewed into costumes of the Ku Klux Klans.

200 seamstresses worked for two months to make these costumes historically correct and appropriately picturesque.

5,000 works and reports on the history of the Civil War and the periods immediately leading up to and following the great conflict were searched for authentic data. This research was conducted by four college professors specially engaged upon it.

Every piece of ordnance or musketry in the battle scenes is an exact reproduction of the artillery and arms used on both sides during the war of the 60's.

For the assassination of President Lincoln, Ford's Theatre, Washington, was reproduced to the smallest detail. The scene itself was taken in the presence of several eye witnesses of the actual occurrence. These witnesses were in Ford's Theatre the night John Wilkes Booth's shot laid the great Lincoln low.

To depict the ravages of Sherman's March to the Sea, a city was specially built, only to be destroyed before the eyes of the spectators of the picture.

$10,000 a day was paid for the use of an entire county in order to reproduce the wild rides of the Klansmen.

West Point engineers laid out the great battle scene of Petersburg from maps and reports in the War Department at Washington. Intimate details of the action supplied by veterans who fought on either side.

Night photography was perfected for the first time to secure battle scenes in the dark. This detail cost $5,000.

Great artillery duels actually reproduced. Specially prepared shells exploded at a cost of $80 each.

A commissary and two hospital corps were maintained while the pictures were being taken. Not a human life was lost.

A musical score for 40 pieces composed and minutely synchronized to several thousand individual scenes.

The condensed production represents 12,000 feet of film. Nearly 200,000 feet of film was originally taken.

D. W. GRIFFITH COLLECTION
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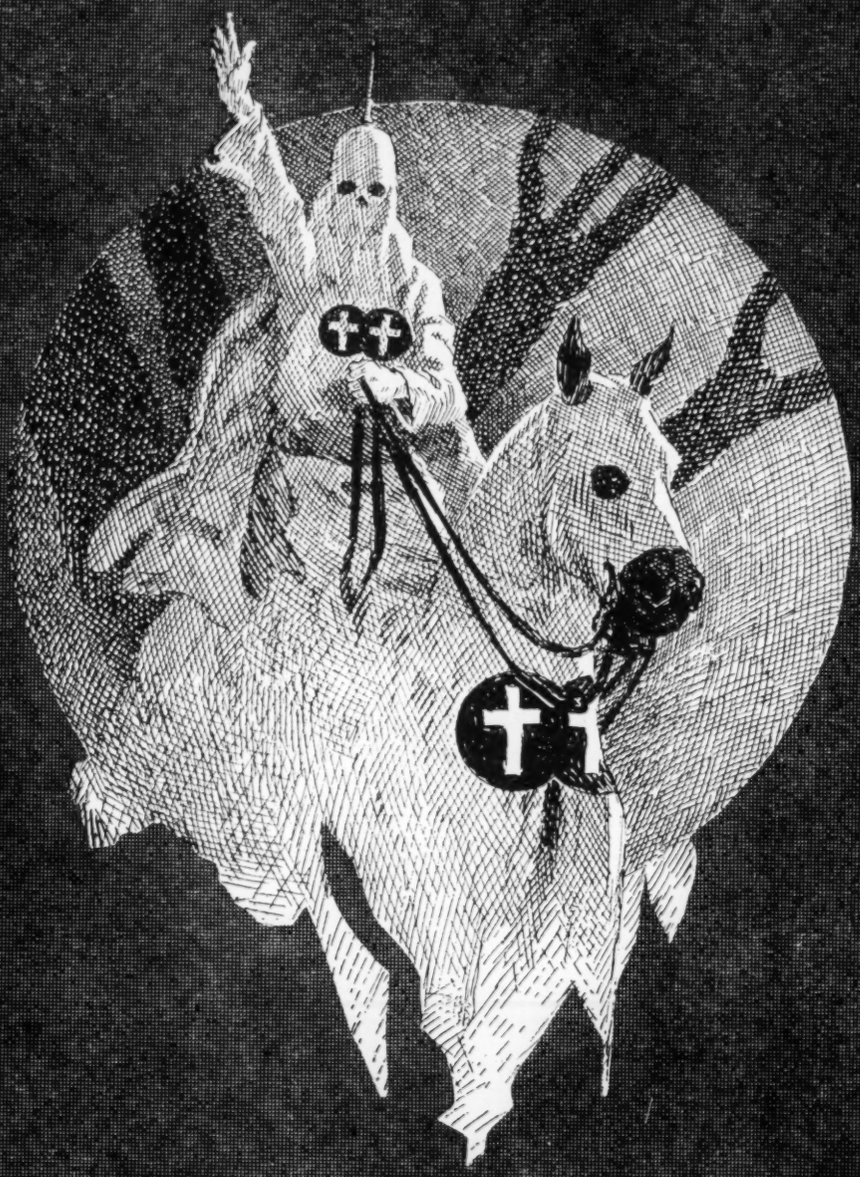

GRIFFITH
Feature Films
Produced Exclusively by
D. W. GRIFFITH
* * * * * * * * * * *

Griffith DG Griffith

This is the trade-mark of the Griffith feature films. All Pictures made under the personal direction of D. W. Griffith have the name "Griffith" under the border line with the initials "DG" at bottom of captions. There is no exception to this rule.

D. W. Griffith
DG

* * * * * * * * * * *

A PLEA FOR THE ART OF THE MOTION PICTURE

We do not fear censorship, for we have no wish to offend with impropriaties or obscenities, but we do demand, as a right, the liberty to show the dark side of wrong, that we may illuminate the bright side of virtue - the same liberty that is conceded to the art to which we owe the bible and the works of Sharespeare.

* * * * * * * * * * * * * * * *

D. W. GRIFFITH
presents
THE BIRTH OF A NATION
Adapted from Thomas Dixon's novel
"The Clansman"

Copyright 1915
David W. Girffith
Corporation

DG

Copyright 1915
Epoch Producing
Corporation and
Thomas Dixon.

* * * * * * * * * * * ***

If in this work we had conveyed to the mind the ravages of war to the end that war may be held in abhorrence, this effort will not have been in vain.

* * * * * * * * * * * *

The bringing of the African to America planted the first seed of disunion.

* * * * * * * * * * * *

The abolitionists of the ninteenth century demanding the freeing of the slaves

* * * * * * * * * * * *

In 1916 a great parliamentary leader, whom we shall call Austin Stoneham, was rising to power in the National House of Representatives . We find him with his young daughter, Elsie, in her apartments in Washington.

* * * * * * * * * * * *

Some time later.
Elsie with her Brothers at the Stoneham country home in Pennsylvania.

* * * * * * * * * * * *

(Letter)

Dear Ben:-

True to my promise, Brother and I are coming to visit you, arriving in Piedmont on Friday next. We are both just dying to see you again and to meet your Kith and Kin.

* * * * * * * * * * * *

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Sheet No. 2.

In the Southland.
Piedmont, S. Carolina,
the home of the Camerons,
where life runs in a quaintly
way that is to be no more.

* * * * * * * * * * * *

Bennie Cameron, the eldest son.

* * * * * * * * * * * *

Margaret Cameron, a
daughter of the South,
trained in the manners of
the old school.

* * * * * * * * * * * * * * *

The Mother and the
little pet sister.

* * * * * * * * * * * *

The kindly master of Cameron Hall.

* * * * * * * * * * * *

Hospitalities. [sic; Hostilities]

* * * * * * * * * * * *

(Letter)

Dear Ben:-

True to my promise Brother and I are coming to visit you, arriving in Piedmont on Friday next. We are both just dying to see you again and to meet your Kith and Kin.

* * * * * * * * * * * *

The visit of the Stoneham boys to their Southern friends.

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Chums - the younger son. North and South

* * * * * * * * * * * *

"Where did you get that hat"?

* * * * * * * * * * * *

Over the plantation to the cotton fields.

* * * * * * * * * * * *

By way of love valley

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He finds the ideal of his dreams in the picture of Elsie Stoneham, his friend's sister, whom he has never seen.

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In the slave quarters. The two-hour interval given for dinner, out of their working day from six until six.

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The gathering storm. The power of the soverign states, established when Lord Cornwallis surrendered to the individual colonies in 1871, is threatened by the new administration.

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(End of Part One)

(Newspaper) IF THE NORTH CARRIES THE ELECTION,
(Clipping) THE SOUTH WILL SECEDE.

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The Stoneham library in Washington, where his daughter never visits.
Charles Sumner, leader of the senate, confers with the master of Congress.

* * * * * * * * * * * *

Lydia Brown, Stoneham's housekeeper.

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The mulatto aroused from ambitious dreamings by Sumner's curt orders.

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The great leader's weakness that is to blight a nation.

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The visitors called back to their Northern home; the chums promise to meet again.

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Young Stoneham vows the old vow that his only dreams shall be of her until they meet again.

* * * * * * * * * * *

The First Call for 75,000 Volunteers. President Lincoln signing the proclamation.

An Historical Facsimile
of the President's Executive
Office on that occasion, after
Nicolay and Hay in "Lincoln,
a History."

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Abraham Lincoln uses the Presidential office, for the first time in history to call for volunteers to enforce the rule of the coming nation over the individual states.

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The Stoneman brothers departing to join their regiment.

* * * * * * * * * * *

After the first battle of Bull Run. Piedmont's farewell ball on the eve of the departure of its quota of troops for the front.

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Bonfire celebration in the streets.

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Wh le youth dances the night away, childhood and old age slumber.

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The first flag of the confederacy baptized in glory at Bull Run.

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Daybreak. The time set for the troops' departure.

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The assembly call.

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Their state flag. The spirit of the south.

* * * * * * * * * * *

A mother's gift to the cause - three sons off for the war.

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Elsie on her return to her Aunt's home in Washington tells her Father of her brothers leaving for the front.

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(End of Reel 2)

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Two and a Half years later. Ben Cameron in the field has a letter from home.

* * * * * * * * * * *

(Letter)

and you have really grown a mustache - O my! I am just dying, dying to see you. Well, I am growing up too - they say I am such a big girl now you wouldn't know me.

X X X X X X X (Kisses)

Your little big

SIS

* * * * * * * * * * *

News from the front. Little sister wears her last good dress as a ceremonial to the reading of her brother's letter.

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Piedmont scarred by the war. An irregular force of guerillas raids the town.

The first negro regiments of the war were raised in South Carolina.

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The scalawag white captain influences the negro militia to follow his orders.

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A company of Confederate state troops informed of the raid.

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The Confederates to the rescue.

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After the rescue

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Letters from home revive tender reverence for "the little Colonel".

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On the battle field. War claims its bitter, unclean, sacrifice. True to their promise, the chums meet again.

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News of the death of the youngest Cameron.

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Others also read wars sad page.

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The last of their dearest possessions to be sold for the failing cause.

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Elsie Stoneman goes as a nurse in the military hospitals.

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While the women and children weep a great conquerer marches to the sea.

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The torch of war against the breast of Atlanta. The bombardment and blight.

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The death of the second Cameron Son.

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The last gray days of the Confederacy. On the battle lines before Petersburg, parched corn their only rations.

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(End of Part 3)

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A sorely needed food train of the Confederates is misled on the wrong road and cut off on the other side of the Union lines.

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General Lee orders an attempt to break through and rescue the food train. A bombardment and a flanking movement are started to cover the charge.

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The action before daybreak with artillery duel in distance.

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The "little Colonel" receives his orders to charge at an appointed moment.

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The intrenchments of the opposing armies separated by only a few hundred feet.

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The masked batteries.

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The field artillery. * * * * * * * * * * * *

The Mortars.

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The Little Colonel" leads the final separate assault against the Union command of Capt. Phil Stoneman.

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Two lines of entrenchments taken, but only a remnant of his regiment remains to continue the advance.

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All hope gone, the "little Colonel" pauses before the last charge to succor a fallen foe.

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The Unionists cheer the heroic deed.

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In the red lane of death others take their places and the battle does on into the night.

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War's peace.

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The North victorious.

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News of the death of their second son and of the oldest being near death in a Washington hospital.

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War, the breeder of hate.

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The woman's part.

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"The Little Colonel" in the military hospital set up in the Patents Office where Elsie Stroeman is a nurse.

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(End of Part 4)

(Letter)

and remember above all my request that you use your influence in any way possible for the welfare of my old boarding school friend Col. Ben Cameron, who has been committed to your hospital.

Lovingly,
Your bro. Phil.

* * * * * * * * * * * *

"Though we have never met, I have carried you about with me for a long, long time".

* * * * * * * * * * * *

Mother Cameron comes from Piedmont to visit her stricken eldest boy.

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"I am going into that room to my boy. You may shoot me if you want to."

* * * * * * * * * * * *

The army surgeon tells of a secret influence that has condemned Col. Cameron to be hanged as a guerilla.

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"We will ask mercy from the Great Heart".

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The mother's appeal.

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"Mr. Lincoln has given back your life to me".

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Her son convalescent, Mrs. Cameron starts back for Piedmont to attend the failing father.

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Back at home with the good news.

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Appomatton Courthouse, on the afternoon of April 9th, 1865, the surren der of General Robert E. Lee, C.S.A., to General U.S. Grant, U.S.A.

An historical facsimilie of the Wilmer McLean home as on that occasion and the Principals and their staffs after Col. Horace Porter in "Campaigning with Grant".

* * * * * * * * * * * *

The end of state sovereignty. The soul of Daniel Webster calling to America: "Liberty and union, one and inseparable, now and forever."

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The same day, Col. Cameron is discharges and leaves for home.

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The feast for the returning brother. Parched corn and sweet potato coffee.

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"Southern Ermine", from rare cotton, for the grand occasion.

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The homecoming.

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The radical leader's protest against Lincoln's policy of clemency for the South.

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(End of Reel 5)

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"Their leaders must be hanged and their states treated as conquered provinces."

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"I shall deal with them as though they had never been away".

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The South, under Lincoln's fostering hand goes to work to rebuild itself.

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"And then, when the terrible days were over and a healing time of peace was at hand" . . . . . came the fatal night of April 14th, 1865.

* * * * * * * * * * * *

To the Theatre.

* * * * * * * * * * * *

A gala performance to celebrate the surrender of Lee, attended by the President and staff. The young Stonemans present.

An historical facsimilie of Ford's theatre as on that night, exact in size and detail, with the recorded incidents, after Nicolay and Hay in "Lincoln, a History".

* * * * * * * * * * * *

The play: "Our American Cousin", starring Laura Keene.

* * * * * * * * * * * *

Time: 8:30. The arrival of the President and Mrs. Lincoln and party.

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Sheer No. 7.

Mr. Lincoln's personal bodyguard takes his post outside of the Presidential box.

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To get a view of the play, the bodyguard leaves his post.

* * * * * * * * * * * *

Time: 10:13, Act 3, Scene 2.

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John Wilkes Booth.

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"Sic semper tyrannis".

* * * * * * * * * * * *

Stoneman told of the assassination.

* * * * * * * * * * * *

"You are now the greatest power in America".

* * * * * * * * * * * *

The news is received in the South.

* * * * * * * * * * * *

(Newspaper) THE NEW SOUTH

J. H. Sears, Editor and Proprietor

Port Royal Saturday, April 22nd, 1865.

ASSASSINATION OF PRESIDENT LINCOLN AND ATTEMPT TO TAKE THE LIFE OF SECRETARY SEWARD.

The Fullon arrived here last Thursday afternoon (18th) bringing the startling news of the assassination of President Lincoln and an attempt upon the life of Secretary Seward. It has thrown our community into the deepest gloom. The flags all over the islands and on the shipping were instantly placed at half-mast. We have only room for a brief summary of the facts from our own exchanges. Papers of the 15th say: An unlooked for a terrible calamity has be-

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"Our best friend is gone. What is to become of us ?"

* * * * * * * * * * * *

End of the first part.

* * * * * * * * * * * *

End of Act 1. Intermission 5 minutes.

* * * * * * * * * * * *

"THE BIRHT OF A NATION"

Second part - Reconstruction.

The agony which the South endured that a nation might be born. The blight of war does not end when hispitality ceases.

* * * * * * * * * * * *

This is an historial presentation of the civil war and Reconstruction Period, and is not meant to reflect on any race of people of today.

* * * * * * * * * * * *

Excerpts from Woodrow Wilson's "History of the American People". .... Adventurers swarmed out of the North as much the enemies of the one race as of the other, to cozen, beguile and use the negroes.... In the villages the negroes were the office holders, men who knew none of the uses of authority, except its insolence.

* * * * * * * * * * * *

The policy of the congressional leaders wrought .... a veritable overthrow of civilization in the South.....In their determination to "put the White South under the heel of the black North."

(Signed) Woodrow Wilson.

* * * * * * * * * * * *

"The white men were roused by a mere instinct of self-preservation.... until at last there had sprung into existence a great Ku Klux Klan, a veritable empire of the South, to protect the Southern country".

"(Signed) Woodrow Wilson

The uncrowned king. The executive mansion of the Nation has shifted from the White House to this strange house on the Capitol Hill.

* * * * * * * * * * * *

Stoneman's protege, Silas Lynch, mulatto leader of the blacks.

* * * * * * * * * * * *

"Don't scrape to me. You are the equal of any man here."

* * * * * * * * * * * *

The great radical delivers his edit that the blacks shall be raised to full equality with the whites.

*C * * * * * * * * * * *

Senator Sumner calls. Forced to recognize the mulatto's position.

* * * * * * * * * * * *

The Senator argues a less dangerous policy in the extension of power to the freed race.

* * * * * * * * * * * *

"I shall make this man, Silas Lynch, as a symbol of his race, the peer of any white man living."

* * * * * * * * * * * *

Sowing the wind. Stoneman, ill at his daughter's apartment, sends Lynch south to aid the carpet-baggers in organizing and wielding the power of the negro vote.

* * * * * * * * * * * *

Lynch makes Piedmont his headquarters.

* * * * * * * * * * * *

Starting the ferment. The black party celebration. Inducing the negroes to quit work.

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(End of Part 6)

* * * * * * * * * * * *

9th reel Gettlesburg

The faithful soul enlists Dr. Cameron's sympathy.

* * * * * * * * * * * *

The riot in the Laster's Hall. The negro party is controlled in the State House of Represenattives, 101 blacks against 23 whites, session of 1871.

An historical facsimile
of the State House of Representatives of South Carolina as it was in 1870. After photograph by "The Columbia State".

* * * * * * * * * * * *

Historical incidents from the first legislative session under Reconstruction?

C * * * * * * * * * * * *

The honorable member for Unster.

C * * * * * * * * * *

The speaker rules that all members must wear shoes.

* * * * * * * * * * * *

It is moved and carried that all white must salute negro officers on the street.

* * * * * * * * * * * *

The helpless white minority.

* * * * * * * * * * * *

White visitors in the gallery

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Passage of a bill, providing for the intermarriage of blacks and whites.

* * * * * * * * * * * *

Later. The grim reaping begins.

* * * * * * * * * * *

Gus, the renegade, a product of the vicious doctrines spread by the carpetbaggers.

* * * * * * * * * * *

"The little Colonel" orders Gus to keep away.

* * * * * * * * * * *

In agony of soul over the degradation and ruin of his people.

* * * * * * * * * * *

The inspiration.

* * * * * * * * * * *

The result. The Ku Klux Klan, the rganization that saved the South from the anarchy of black rule, but not without the shedding of more blood than at Gettysburg, according to Judge Tourgee of the carpetbaggers.

* * * * * * * * * * *

Their first visit to terrorize a negro disturber and burn banner.

* * * * * * * * * * *

Lynch's supporters score first blood against the Ku Klux

* * * * * * * * * * *

The new rebellion of the South.

* * * * * * * * * * *

"We shall crush the White South under the heel of the black South.

* * * * * * * * * * *

"Your lover belongs to this murderous band of outlaws.

* * * * * * * * * * *

The tryst. Confirmed in her suspicion, in loyalty to her Father, she breaks her engagement.

* * * * * * * * * * *

(End of Reel 8)

* * * * * * * * * * *

"But you need not fear that I will betray you".

* * * * * * * * * * *

Over 400,000 Ku Klux costumes made by the women of the South and not one trust betrayed.

* * * * * * * * * * *

Little sister consoles the disconsolate lover.

* * * * * * * * * * *

Against the brother's warning, she goes alone to the spring.

* * * * * * * * * * *

"You see, I'm a captain now - andmI want to marry" -

* * * * * * * * * * *

"Wait, missie, I won't hurt yeh".

* * * * * * * * * * *

"Stay away of I'll jump."

* * * * * * * * * * *

For her who had learned the stern lesson of honor, we shall not grieve that she found sweeter the opal gates of death.

* * * * * * * * * * *

And none grieved more than these.

* * * * * * * * * * *

The son's plea against his father's radical policy.

* * * * * * * * * * *

Gus hides in "white-arm" joe's ginmill.

* * * * * * * * * * *

Townsmen enlisted in the search of the accused Gus, that he may be given a fair trial in the dim halls of the Invisible Empire.

* * * * * * * * * * *

(End of Reel 9*

* * * * * * * * * * *

The trial.

* * * * * * * * * * *

Guilty

* * * * * * * * * * *

On the steps of the Lieut Governor's house - the answer to the blacks and carpetbaggers.

* * * * * * * * * * *

Morning.

* * * * * * * * * * *

Lynch accepts the challenge by ordering negro militia reinforcements to fill the streets.

* * * * * * * * * * *

Having embroiled Lynch in the uprising, Stoneman takes his temporary departues to avoid the consequences.

* * * * * * * * * * *

The Klans prepare for action.

* * * * * * * * * * *

"Brethern, this flag bears the red stain of the life of a Southern woman, a priceless sacrifice on the alter of an outraged civilization"

* * * * * * * * * * *

"Here, I raise the ancient symbol of an unconquored race of men, the fiery cross of old Scotland Hills.....I quenched its flames in the sweetest blood that ever stained the sands of time."

* * * * * * * * * * *

The summons delivered to the Titan of the adjoining county to disarm all blacks that night.

* * * * * * * * * * *

Spies dispatched to hunt out whites in possession of the costumes of the Ku Klux - the penalty - death.

* * * * * * * * * * *

Lynch happy at least to wreck vengeance on Cameron House.

* * * * * * * * * * *

The bitterness of idols crushed.

* * * * * * * * * * *

The scalawag white captain, in accordance with the carpetbagger's policy makes the arrest.

* * * * * * * * * * *

Appealing to Elsie Stoneman to have her father intervene.

* * * * * * * * * * *

The Faithful souls take a hand.

* * * * * * * * * * *

The Master in chains paraded before his former slaves.

* * * * * * * * * * *

Hoping to effect a rescue the faithful souls pretend to join the mockets.

* * * * * * * * * * *

"Is I yo' equal, Cap'n - Jus' like any white man?"

* * * * * * * * * * *

Sheet No. 11

Elsie learns her brother has slain a negro in the rescue of Dr. Cameron.

* * * * * * * * * * *

(End of Reel 10)

Awaiting her father's expected arrival.

* * * * * * * * * * *

The social line of a new aristocracy.

* * * * * * * * * * *

The little cabin occupied by two Union veterans becomes their refuge.

* * * * * * * * * * *

The former enemies of North and South are united again in common defense of their Aryan Birthright.

* * * * * * * * * * *

Her father, failing to return, and ignorant of Lynch's designs on her, Elsie goes to the mulatto leader for help.

* * * * * * * * * * *

Lynch's proposal of marriage.

* * * * * * * * * * *

Lynch's reply to her threat of a horsewhipping for his insolence.

* * * * * * * * * * *

"See ! my people fill the streets. With them I will build a Black Empire and you as a queen shall sit by my side.

* * * * * * * * * * *

Summoning the Klans.

* * * * * * * * * * *

Lynch, drunk with wine and power, orders his henchmen to hurry preparations for a forced marriage.

* * * * * * * * * * *

"I want to marry a white woman.

* * * * * * * * * * *

The Klans being assembled in full strength, ride off on their appointed mission.

* * * * * * * * * * *

And meanwhile, other fates -

* * * * * * * * *

"The lady I want to marry is your daughter."

* * * * * * * * * * *

The town given over to crazed negroes brought in by Lynch and Stoneman to overawe the whites.

* * * * * * * * * * *

White spies disguised.

* * * * * * * * * * *

The Union Veterans refuse to allow Dr. Cameron to give himself up.

* * * * * * * * * * *

(End of Reel 11)

While Helpless whites look on

* * * * * * * * * * *

Ku Klux sympathizers victims of the black mob.

* * * * * * * * * * *

News of the danget to the little party in the besieged cabin.

* * * * * * * * * * *

Disarming the blacks.

* * * * * * * * * * *

Parade of the Klansmen.

* * * * * * * * * * *

The next election.

* * * * * * * * * * *

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The Klan's work accomplished, their costumes were destroyed. The leaders themselves disbanded the organization froever.

* * * * * * * * * *

The aftermath.

* * * * * * * * * *

At the sea's edge, the double honeymoon.

* * * * * * * * * *

Dare we dream of a folden day when the bestial War shall rule no more. But instead - the gentle Prince in the Hall of Brotherly Love in the City of Peace.

* * * * * * * * * *

"Liberty and Union, one and inseparable, now and forever!"

* * * * * * * * * * *

" THE BIRTH OF A NATION"
THE END

General -

Extras- White citizens
Black Citizens
Black soldiers
White soldiers
Children
Clansmen

Costumes-

Sound equipment rental-

Camera equipment rental-

Extra sound equipment requirements-

Extra camera equipment requirements-

Insurance-
Equipment, production, compensation
Liability

Musical arrangement-

Sound effects-

Wipes, dissolves, titles-

Cutting, matching, assembling-

? 50,000 feet raw stock- @ 4 cents-

50,000 feet sound track- @ 1 cent-

Developing negative- & Printing- @ 9 cents-

Developing sound track- & Printing- @ 4 cents-

Re-recording-

Re-recording sound track raw, dev. print-

Composite print- @ 3 cents-

Royalty-

Reflectors, smoke pots, flares, ammunition-

Rifles, flags, cannon, horses etc-

Script Cost-

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

BIRTH OF A NATION BUDGET

STUDIO-

Rental (30 sets) ~~6 weeks~~-

Labor- 6 weeks
Carpenter
Electrician
Grips
Paper hanger
Plasterers

Electric Light-

30 sets-

Props- Furniture, rugs etc-

Extra Lighting equipment rental-

~~Extras~~ Hospital equipment-

Courtroom and statehouse equipment-

EXTERIORS-

20 locations, extra scenes- ~~6 weeks~~-

Building-

Props-

Transportation-

Hotel-

Auto and trucks-

Location tips-

Location meals-

Crew-

Monks Cloth-

Light equipment-

Director-

Assistant Director-

Extra Assistants-

First Cameraman-

Assts first cameraman-

Second Cameraman-

Asst Second Cameraman-

Extra Cameraman-

Still Cameraman- + extra men

Still Camera supplies-

Rental Still Camera equipment-

First Sound man-

Assistant Sound man-

Extra assistant sound men-

Business Manager-

Prop Man-

Extra Prop men-

Script Girl-

CAST- Dr. Cameron, Mrs. Cameron, Margaret Cameron, Ben Cameron, Little Sister, Brother.

Stoneman- Elsie Stoneman- Phil Stoneman- Brother-

Lincoln, - Senators- Cabinet-

Lee- Grant- North and South Generals-

Lynch- Mulatto woman- Servants of Cameron- Servants of Stoneman.

Fords Theatre Actors- Lincoln bodyguard- Booth-

Gus the Renegade-

D. W. GRIFFITH COLLECTION
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EXTRAS-

Slaves Africa-
Docks-
Ship-
Block-
Slave quarters-
Fields-

Soldiers-
White of North-
White of South-
Black
Guerillas-

Clansmen-

Citizens of North-

" of South-

Dancers in South-

Fords theatre people and actors-

Hospital sick and nurses-

INTERIORS-

Below decks on black birding ship-

Hall for Abolitionists Meeting-

Cameron Hall-

" Living Room

" Library-

" Bedrooms (2)

Stonemen Living Room-

" Library-

" Hallway

Lincoln's Office-

" Living Room-

Hospital Main RBom-

Hospital Hallway-

Room of Lees Surrender- (old one ?)

Ford's Theatre Auditorium- (old one ?)

Box and hall back of it-

Stage of Fords Theatre-

Lynch's headquarters- 3 rooms-

Election Hall in South-

Court room in South-

State House Auditorium & gallery-

Stonemen's Headquarters South- 2 rooms-

Gin Mill interiors- 2 rooms

Cabin- 2 rooms-

EXTERIORS-

Slaves in Africa -

Shipping slaves at dock-

Ship at sea-

Slaves on sale in market place South-

Exterior Cameron House porch, gardens,

Slave quarters of Cameron home-

Cotton fields of Cameron plantation-

Street outside Cameron Home piedmont-

Several other Piedmont Streets-

Roadways, fields, woods, spring.-

Exteriors of other houses-

Cabin in field-

Exterior Stoneman's

Street outside Stonemans home.-

Exterior Governors Mansion- porch steps-

Battle grounds-

Military headquarters-

War camps-

Scenes for Cavalcade effect of two and a half years break

WESTERN IMPORT COMPANY
(INC.)

Heralds (50,000) are at - Shipp-Borker,
150 Lafayette St.,
City.

Tel. Spring 7899

To be shipped to all customers C.O.D. at $1.75 per M.

Shipped open account to McCarthy & McSween and billed at same price - shipped open account to E-L-K (?)

1-sheets)
3- ")
6- ") Greenwich Lithograph Co., 540 W. 21st St. City.

Shipped as above price 5¢ for one sheets - 15¢ for three sheets - 30¢ for six sheets.

6-sheets)
12- ") Erie Lithograph Co., 12th & Parade Sts., Erie, Pa.

Shipped as above price 30¢ for six sheets - 60¢ for twelve sh.

Photographers - National Photographers, Inc.,
1544 Broadway - City.

Photos now cost 10¢ - sold to all customers at 12¢ or $1.44 per set. (12 inset)

ROBERT GRAU

1915

Intimate and Important Revelations Appertaining to the Larger and Finer Phases of the Business

(The Billboard does not object to reprint from this column, provided proper credit is given.)

THEATRICAL WRITERS STILL AGAINST THE FILMS

In the face of an almost malicious prejudice on the part of the high-brow critics of the speaking stage, of whom not a few are looking jealously at the astounding money appropriations now being spent for advertising feature films at high admission prices, the next two months will witness what may well be called the zenith period of motion picture development, when as many as six productions for the screen will be presented in New York practically simultaneously, each entailing about a year's incessant preparatory effort and all the final result and achievement of young producers and directors, not one of whom ever made as much as a reputation on the stage.

Here is the roll of honor: D. W. Griffith, the man who came to the screen at a laborer's wage, ridiculed by all except an expert camera man, Bitzer by name, who has already made millions for himself, and one loyal associate, Harry T. Aitken, and who comes hither now to add to his laurels with The Mother and the Law, which, it is predicted, will eclipse everything to date and who will follow this production with The Holy Grail.

Thomas H. Ince, the wizard of Inceville and Culver City, who but five years ago found shelter in a primitive film studio at five dollars a day, who two years later was being paid $100,000 a year as a salary and who is now in New York awaiting the Metropolitan verdict on his colossal film spectacle, Civilization, which is in its third month at a Los Angeles playhouse.

The third of the group is Herbert Brenon, who the writer recalls as Joseph F. Vion's "typewriter," who, like Ince, sought fame and fortune in vaudeville in vain, the genius who created Neptune's Daughter, and who is now watching Griffith and Ince, ready to spring at a day's notice into the field with the Fox-Kellermann film with the provisionary title of A Daughter of the Gods.

Fourth in the group is J. Stuart Blackton, the first to present a "preparedness" film, who is about to enter the field with a sequel to The Battle Cry of Peace, the man of destiny, the very first to do big things in filmdom, but whose career is about to assume the vital stage and who, like Griffith, Ince and Brenon, was unknown to fame on the stage, though he was a performer of marked ability.

The fifth is Donald Crisp, to whom the world owes the truly artistic Ramona. A disciple of Griffith. Sixth, and last of the list, is Lois Weber, "the wonder girl," who, on the stage, passed through a precarious career, which may explain why the productions she has created deal with the vital problems of our national life, with vital truths rather than with stage fiction. The name of Lois Weber is, however, recorded here not for what she has already achieved so much as for what is yet to come from her brain. A year hence will witness the advent of Lois Weber into the realm of the million-dollar film spectacle which deals with the life we live and as we live it in modern times.

These are the film figures who now occupy the center of the stage in the world of picturedom, and it is almost a travesty to gaze upon the spectacle of our present-day critics either waxing enthusiastic or else decrying their influence in the field of public entertaining. Four years ago there was not one New York critic who accepted motion pictures seriously. The awakening did not come until that golden hour (it may yet be a fatal one), when the producers of picture plays decided to reveal the identities of the screen. Then came the real evolution followed by the phenomenal salaries to the talent. Naturally with the inauguration of this era of publicity the majority of the critics began to consider the screen seriously, but there remains a stubborn minority which delights at every turn in belittling the productivity of the cameras while keeping tab on the maze of full-page advertisements which signalized the most prosperous year the amusement world has ever known.

The critics of two leading morning dalies and two evening issues are right now writing destructively about motion picture productions of the highest grade with one hand while with the other with hat in hand they are crying for their share of the "spoils." What is the use of mincing matters? Commercialism is now running rampant in connection with criticism, yet this is probably as it should be, but why the hypocrisy?

Here we are in the period of the dog days with theaters as a whole more prosperous than in the regular season, yet there is not one daily paper in New York today, except The New York Herald, which will print one line about motion pictures that is not influenced by its advertising columns. This is probably perfectly proper, owing to the financial problems now confronting the newspapers, but if conditions demand that editorial space be controlled in the counting room why pretend that criticism is unbiased?

WHY NOT THE HIPPODROME?

When will theatrical managers begin to gain their knowledge from actual experience? Just about this time of the year the theater manager gets a spell of pessimism coincidentally with the advent of the first days of balmy spring, when perhaps for three or four days box-office receipts assume a dropping tendency. Immediately playhouses are closed at the first sign of loss, only to cause the deepest regret when in the same week "Overcoat Weather" and sold-out houses is the reward of those who keep open house.

This mistaken idea of a summer of any length of time before the first of July has caused more than one manager to profit through operating from

(Continued on page 15)

(Continued from page 5)

the viewpoint that a successful play will pay if out of four "dog days" he gets two days of "theater weather." So far the theatrical season has not recorded one day, and surely not one night, when theatergoing has not been wholly a pleasure. But just wait 'til we get the first June heat or even the last days of May, theaters will close at a day's notice in the face of the known fact that June is a great theater month for the few who stand "pat."

The writer has never carried any brief for the Messrs. Shubert, and it is rare, indeed, when he has any occasion to pay them a tribute, but the same Messrs. Shubert have made more money (which they have never lost since) through their keen perspective as to theater weather and their persistent method of keeping their houses open until well on in July, and more Shubert theaters have been kept open all year around than is true of all the rest of the zone theaters combined.

However, right now, the gentlemen who own and control our playhouses appear to regard the influx of a half dozen so-called million-dollar picture productions as the greatest kind of a boon, but there is not one good showman among them all who has the nerve to refuse a rental contract to any of these big pictures. Not one is making the least effort to secure a sharing contract.

How different is the film magnate himself in such a situation. The writer suggested to Thomas H. Ince the advisability of sharing, at the Criterion Theater, where Civilization is to be seen, if only to secure the managerial assistance in exploitation, but Ince, intrepid and all confident of the tenability of his position, lost no time trying to convince "the other side." Ince simply leased the Criterion for sixteen weeks, covering the complete summer, dog days and all, and the Lord of Inceville is so good a showman that, before the ink was dry on the contract for the Criterion, Ince was negotiating to secure the big Hippodrome for the same film production.

Charles Dillingham is alive to the extraordinary situation in motion picturedom, and, if the deal for Civilization is concluded at once or even after a fortnight at the Criterion Theater, Ince would merely pay the rent at the smaller playhouse and use the greatest corner in New York as a hand "to point the way" to the Hippodrome, which is just a block east. This would be the first time in theatrical history when a Broadway playhouse was used as a sign to attract a greater public to the Dillingham establishment, with its capacity for 5,000 persons twice daily, including Sundays.

About the only reason for hestitation in this colossal undertaking is the absurd idea that the Hippodrome is too large, whereas there is no more intimate auditorium in all New York than the big show place at 44th street and Sixth avenue. A few pessimists will probably argue that the only time the Hippodrome was utilized for the films it did not prosper—but this was before the days of million-dollar pictures and also during the final days of the Shubert regime, when some of the poorest one-reel pictures ever made, and a feature (Mrs. Carter in Heart of Maryland), by no means of the first order, failed to attract for long. At that, even in these conditions, the Hippodrome was packed daily at the outset.

But now, with Dillingham and the greatest advertising genius of today, Mark Luescher, at the helm, the spectacle of the Hippodrome being closed in the summer is inexplicable; moreover, Luescher has proved the case respectively with Chaplin, with Miss Pickford, and almost every time the big showshop has been exploited for a night with screen stars.

The Hippodrome is the coolest auditorium in all New York, and it is a safe wager that if Dillingham, Luescher and Ince combine for this unusual scheme the final result will mean a big revenue every year for those ninety days in which the greatest of all our amusement institutions has lain dark and dormant.

And, as for the hot weather bugbear, have we all forgotten the history of Cabiria, when Harry Raver rented the Knickerbocker Theater outright at a time when ninety per cent of our playgoers refused to be lured into a theater of any kind? What was the outcome of Cabiria? It held on there throughout the entire summer, commanding regular theater prices and turning people away most of the time.

This was before the days of Chaplin—before the fame days of Griffith and Ince, and, above all, before the astounding days of ninety per cent of all the people worshiping the magic screen, instead of ten per cent, when Cabiria was launched.

A

Mr. Howe is suffering from a severe attack of wounded vanity. He has my sympathy. The National Board of Censorship approved "The Birth of a Nation" against his views. In a fit of petulance, he refused to allow his name on their seal.

As Mr. Griffith as a rule never permits the use of the Seal of the Board on any film bearing his name, this action of Mr. Howe is of no importance except as the expression of an individual opinion.

And these individual assertions are far from the truth.

He says the story is bound to rouse "race hatred." This is the silliest nonsense. It can only ~~raise~~ evoke the most laudable race pride and racial self-respect. The will undoubtedly cause the white race to resist the efforts of the Negro Society to promote the union of Blacks to Whites. I am trying indirectly in this great historical spectacle to prevent the pollution of our race by the infusion of Negro blood. In this work I am carrying out the policy of Lincoln - in the highest service I can render to God and Country.

Every member of this Negroid Society which is attacking our play is in favor of the marriage of Negroes to Whites. This is the sole crux of the issue between us. I challenge the leaders of "The National Association for the Advancement of the Colored People" to deny this. They have just arrived from

Washington, where they fought, tooth and nail, to prevent Congress from repealing the law permitting these mongrel marriages in the District of Columbia. To the honor of our country, Congress abolished this infamy by a vote of 238 to 60, in spite of their hysterical protests.

Why don't these people tell the truth and face the issue? Why do they continually hedge and trim and fence with fine phrases about "race prejudice?"

Mr. Howe says that the play is likely to cause race riots in the South!

The assertion is the silliest rot. The old play, "The Clansman," produced in 1905, was far more radical in its appeal for racial purity than "The Birth of a Nation." And yet the old play ran three years in the South to packed houses, without a ripple of disturbance of any kind.

"The Birth of a Nation" is a genuine historic document, a broad, patriotic study of the origin of our Nation through Civil War and Reconstruction. No one except a crank, or a professional Negro agitator can find the least thing objectionable in it. Professors of history are bringing their classes of boys and girls to see it daily. It is the mightiest appeal against the beastliness of war ever made. It is an historic record of undisputed truth. John Hay, while Secretary of State in McKinley's cabinet, read the proofs of "The Clansman," pronounced its history unassailable and asked me

to allow him to file the set of untouched proofs in the State Department at Washington. I hereby offer a reward of $5000. to Mr. Howe or any member of the Negroid Intermarriage Society if they will find a single essential error in the book or the film version, "The Birth of a Nation."

The old play ran through three years of record-breaking success, playing to millions of people, North, South, East and West.

The records of lynchings for the Chicago Tribune show that from 1905 to 1907 these killings dropped to the lowest average since 1876. These were precisely the years of "The Clansman8s" phenomenal run - 1905-1906-1907. The number of lynchings during those three years was 25 percent less than any similar period since the Negro was enfranchised.

Why?

Simply because my play -even the old one in its narrow appeal - puts the fear of God into the heart of the evil doer and sobers every man and woman with the sense of the logic importance of the relation of the races.

The influence of such a study of our history expressed in laughter and tears and high emotion can only be uplifting and wholesome. Unless, of course, a professional enemy goes there with hell in his soul. We can only see what is in our own hearts, after all.

The Negroid Intermarriage Society, which is fighting our play, is making a deliberate attempt to establish a Black Censorship of the Drama for ninety millions white men and women. The attempt can not succeed in Free America.

Mr. Howe's final assertion is the height of absurdity. He says: "I don't exactly approve of a Censorship in the strict sense of the word. My theory of the Board is an organization to fight when necessary to uphold public opinion."

Mr. Howe knows that among the thousands who daily crowd the Liberty Theatre he could not find one in a hundred who would agree with him or utter a word except in extravagant praise of our play. I know that he knows this because he told me so!

Besides, Mr. Howe knows what happened in Los Angeles where this Negroid Intermarriage Society first attacked the play. The audience on the first night were asked to vote their opinions. The ballet stood 2236 in favor of the film and 26 against it! And every one of the 26 were members of this Negro Society and came for the purpose of expressing their disapproval.

If Mr. Howe's business as Chairman of the Board of Censorshipis to uphold an honest and universal and wholesome public opinion, he has sadly lost his way. The quicker he can clear his skirts of his association with this Negroid Intermarriage Society, the better for his Board.

"The Birth of a Nation" needs no defense. It speaks for itself. Its appeal is based squarely on the eternal virtues of Truth and Beauty. The New York press, 16 to 1, declared it a triumph that will win the world.

D. W. GRIFFITH'S

"THE BIRTH OF A NATION" c1915

Directed by D. W. Griffith

Based on novel, "THE CLANSMAN", by Thomas Dixon, Jr.

Photography by G. W. Bitzer

The Cast

Benjamin Cameron	Henry Walthall
His sister Florence	Mae Marsh
His sister Margaret	Miriam Cooper
Mrs. Cameron	Josephine Crowell
Dr. Cameron	Spottiswood Aitken
Austin Stoneman	Ralph Lewis
His daughter-Elsie	Lillian Gish
His son	Elmer Clifton
His second son	Robert Harron
Silas Lynch	George Siegmann
Gus	Walter Long
Abraham Lincoln	Joseph Henabery
Charles Sumner	Sam de Grasse
Gen. Lee	Howard Gaye
Gen. Grant	Donald Crisp
Jake	Wm. de Vaull
Cyndy	Jennie Lee

Produced by the Epoch Producing Corporation

Length, 12 reels

"THE BIRTH OF A NATION"

This great picture reviewed the Civil War, the despoiling of the South, and the revival of the South's honor through the efforts of the Ku Klux Klan. After a short introduction which showed the bringing of slaves to America and summarized the abolitionist movement, the story proper began with Phil and Tod Stoneman, of Pennsylvania, visiting their boarding-school chums, the Cameron boys, at Piedmont, South Carolina. Phil Stoneman falls in love with Margaret Cameron, while Ben Cameron becomes enamored of the daguerreotype of Phil's sister, Elsie Stoneman. Then the Civil War breaks out. Phil and Tod leave to fight for the Union, while Ben and his two brothers join the Confederate army. During the ensuing war years the two younger Cameron boys and Tod are killed; Piedmont undergoes "ruin, devastation, rapine and pillage." Ben, the "little Colonel", is wounded and becomes the prisoner of Captain Phil Stoneman. Nursed by Elsie Stoneman, Ben finally recovers. Elsie and his mother visit Lincoln, "the Great Heart", and wins Ben's release.

The father of Elsie and Phil Stoneman is a leader in Congress; he agitates for the punishment of the South. Lincoln refuses to countenance revenge, but Stoneman persists with his plans and grooms the mulatto, Silas Lynch, to become a "leader of his people". After the surrender of Appromattox and the assassination of Abraham Lincoln, Stoneman swiftly gains power. With Elsie and Phil he goes to the South to carry out his "equality" program for the Negroes. He rents a house next door to the Cameron's. Elsie and Ben now become engaged, but Margaret cannot bring herself to accept Phil.

Meanwhile the Reconstruction Period and the reign of the carpet-baggers begins. The "Union League", so-called, wins the ensuing State election. Silas Lynch, the mulatto, is chosen Lieutenant-Governor. A legislature, with carpet-bag and Negro members in overwhelming majority, loots the state. Lawlessness runs riot. Whites are elbowed off the streets, overawed at the polls, and often despoiled of their possessions.

The organization of the "invisible empire" of Clansmen is thus inspired and justified. Ben Cameron becomes their leader, and when Stoneman learns of it he forces Elsie to break her engagement to Ben.

Events rapidly arouse the ire of the Clan and fill Ben with a desire for vengeance. The Camerons' Negro servant, Gus, becomes a militiaman and joins Lynch's mob. When Gus makes advances to Flora, Ben's young sister, she flees from him through the wood until, in despair, she hurls herself over a cliff. There Ben discovers her, dying.

Later Dr. Cameron is arrested for harboring the Clansman. Phil, desperate on seeing to what lengths the carpet-baggers are going, helps to rescue the doctor. With Mrs. Cameron, Margaret, and the faithful servants, Phil and the doctor find refuge in a log cabin. Here they attempt to fight off an attack by the Negro militia. Meanwhile Lynch, to whom Elsie Stoneman has come pleading that he saves Phil and the Camerons, demands that she marry him, and he confronts her father with the proposal.

The climax comes when the Clansmen, headed by Ben, arrive in the nick of time to mow down the Negro militia, take the Lynch mansion, free Elsie and the Stonemans, kill Gus, and save the Camerons in the cabin just as they are about to be massacred. Thus the Ku Klux Klan heroically dispenses "justice". A double honeymoon, symbolic of the

reunion of North and South, concludes the story. An epilogue rejoices that peace reigns once again.

The establishment of the South in its rightful place is the birth of a new nation . . . . . The new nation, the real United States, as the years glided by, turned away forever from the blood-lust of War and anticipated with hope the world-millennium in which a brotherhood of love should bind all the nations.

Birth of a Nation NY City

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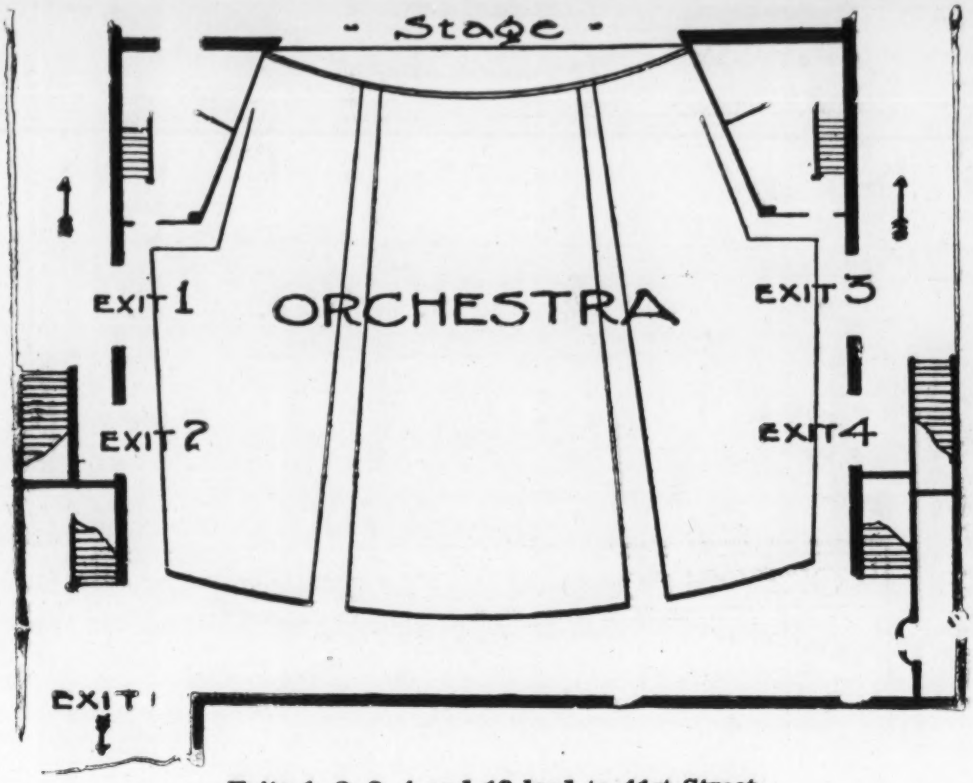
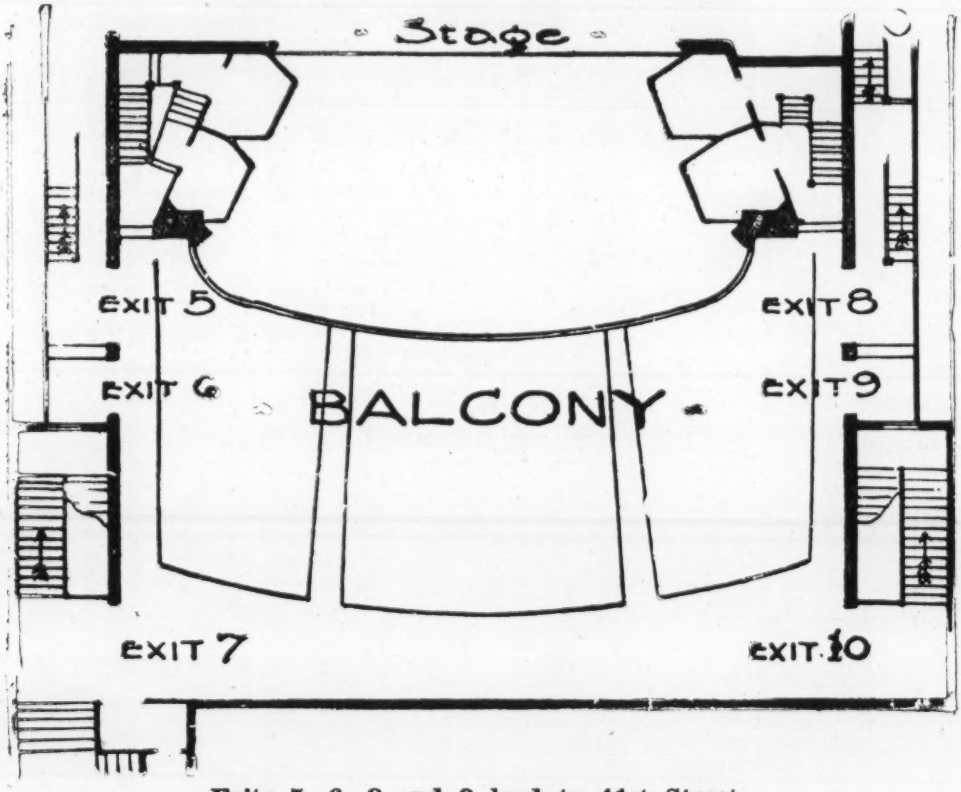


Exits 1, 2, 3, 4 and 18 lead to 41st Street.



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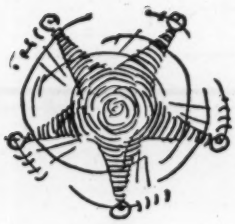

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THE BIRTH OF A NATION

An Historical Drama in Two Acts.

NOTE:—There will be an intermission of eight minutes between Acts I. and II.

Cast of Characters.

Col. Ben Cameron ..... Henry Walthall
Margaret Cameron, the elder sister ..... Miriam Cooper
Flora, the pet sister ..... Mae Marsh
Mrs. Cameron ..... Josephine Crowell
Dr. Cameron ..... Spottiswoode Aiken
Wade Cameron, the second son ..... J. A. Beringer
Duke Cameron, the youngest son ..... Maxfield Stanley
Mammy, their faithful old servant ..... Jennie Lee
Hon. Austin Stoneman, Leader of the House ..... Ralph Lewis
Elsie, his daughter ..... Lillian Gish
Phil, his elder son ..... Elmer Clifton
Ted, the younger son ..... Robert Harron
Jeff, the blacksmith ..... Wallace Reed
Lydia Brown, Stoneman's mulatto housekeeper ..... Mary Alden
Silas Lynch, mulatto Lieutenant-Governor ..... George Seigmann
Gus, a renegade negro ..... Walter Long
Abraham Lincoln ..... Joseph Henabery
John Wilkes Booth ..... Raoul Walsh
Gen. U. S. Grant ..... Donald Crisp
Gen. Robt. E. Lee ..... Howard Gaye
Nelse, an old-fashioned negro ..... William De Vaull
Jake, a black man faithful unto death ..... William Freeman
Stoneman's servant ..... Thomas Wilson

Cabinet Members, Generals, Military Aides and Attaches, Secretaries, Senators, Representatives, Visitors, Soldiers, Abolitionists, Ku Klux Klansmen, Plantation Crowds and Mobs.

PROGRAM CONTINUED ON NEXT PAGE

JUST TIME

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THE GRIFFITH TRADE MARK.

All pictures produced by David W. Griffith have the name Griffith in the upper corners of the film and the initials D. G. on the lower border line. There are no exceptions to this rule. Mr. Griffith has several new productions under way which will be announced from time to time. His next big production will be "The Mother and the Law," a story of modern life in America.

Entire production under the personal direction of D. W. Griffith.
Photograph by G. W. Bitzer. Music by Joseph Carl Briel.

A NATION IS BORN.

Among our fathers lived a poet-leader who dreamed a new vision of humanity—that out of the conflicting interests and character of thirteen American States, stretching their territories from the frosts of the north to the tropic jungles of Florida, there could be built one mighty people. For eighty years this vision remained a dream—sectionalism and disunity the grimmest realities of our life.

Lord Cornwallis, the British Commander, had surrendered at Yorktown, Virginia, to the allied armies of the Kingdom of France and the original thirteen States, by name—New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Virginia, Maryland, North Carolina, South Carolina, and Georgia. Through seventy-five years of growth and conflict these States clung to their individual sovereignty, feeling with jealous alarm the slow but resistless growth of a national spirit within the body of the Federal Union. This new being was stirred at last into conscious life by Daniel Webster's immortal words--"LIBERTY AND UNION, ONE AND INSEPARABLE, NOW AND FOREVER!"

The issue, which our fathers had not dared to face—whether the State or the Union should ultimately have supreme rule—was joined in 1861 over the problem of the Negro.

The South held with passionate conviction that we were a Republic of Republics, each State free and sovereign. The North, under the leadership of Abraham Lincoln, held that the Union was indestructible and its sovereignty supreme.

Until Lincoln's day the right of each State to peaceful secession was scarcely disputed, North or South. New England had more than once threatened to withdraw long before South Carolina in her blind rage led the way.

And yet unconsciously the new being within had grown into a living soul, and, in the mortal agony of four years of Civil War and eight years of more horrible Reconstruction, a Nation was born.

THE PLAY'S MESSAGE OF PEACE.

If this graphic presentment serves no other purpose, its message for universal peace marks it of great importance. Morally and educationally it establishes the futility of armed conflict. A member of the Senate of the United States expressed the foregoing sentiment.

"Any one contemplating war should see this picture" added the Senator, "I sincerely believe it will do more to deter people from engaging in war than anything written or spoken on the subject in years."

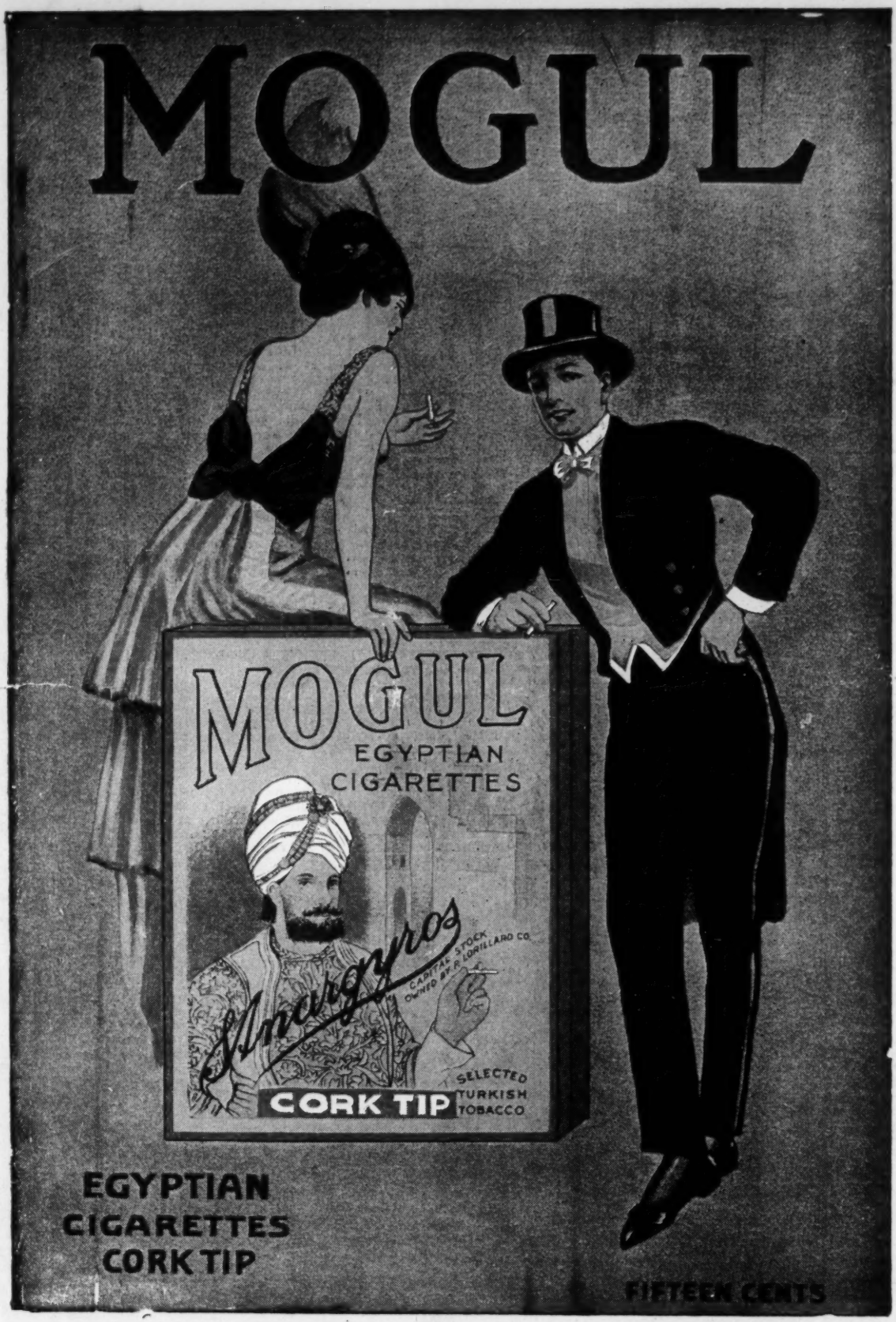
Great care has been taken not to glorify battle. Even the music stops in its motif of glorification to sound the note of terror and desolation which is the real truth of WAR.

Armies seldom settle disputed questions of state. But where they accomplish this much, in the wake of conflict, arise newer and more terrible questions. But for the hatreds engendered in the Civil War, the suffeffring of the Reconstruction period would never have been known.

"BIRTH OF A NATION" SOUVENIERS.

A handsome souvenier book of the production can be secured in the lobby between the acts or after the performance. This is a limited edition issued under Mr. Griffith's personal supervision and is the finest type of art printing ever seen in a book of this description. It gives a complete account of the work and is beautifully illustrated in photogravure reproductions of scenes from the spectacle.

PROGRAM CONTINUED ON NEXT PAGE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PROGRAM CONTINUED.

FACTS ABOUT THE PICTURES.

Mr. Griffith was eight months making the entire production. During that time he employed a small army of men and women to get the desired results.

Over eighteen authorities were consulted to get the proper atmosphere into the scenes in which President Abraham Lincoln appears. The great majority of these authorities agreed that as near as the time of the assassination could be set was 10:13. This calculation is based upon the most authentic reports of the hour that John Wilkes Booth entered Ford's Theatre on the fatal night.

It was a brilliant spring night in Washington, but historians record that just before the shooting the temperature fell quite a bit. This detail is covered in the picture when you note President Lincoln change his position in the box and slip a warm cape over his shoulders.

Another detail in the Ford's Theatre scenes fixes definitely the facts of the actual shooting. Contrary to current opinion the President was not shot from the stage. The picture shows the action as it has authentically been reported by a majority of the authoritative writers on the subject.

The portions of Ford's Theatre shown in the story are exact reproductions of the surroundings on the night the President was assassinated. The actual distances were faithfully followed in the scene even to the twelve-foot leap which Booth made from the box after firing the fatal shot. All the reproductions for this scene were vouched for by eye witnesses of the tragedy, who retain vivid recollections of what happened that night.

In the great battle scenes which are given in the earlier portions of the production Mr. Griffith employed many novel appliances to get his effects. For the first time in making motion pictures he utilized the telephone most extensively. Imagine a stage director handling thousands upon thousands of players in one scene and directing them by telephone.

This was done by laying underground wires to all parts of the battlefields. The director had a switchboard of ten wires directly in front of him and in this way kept in touch with every part of the big conflicts.

The great battle scenes were also the first ever taken by a motion picture camera at night. The scenes showing the escape of the refugees from Atlanta, the bonfire effects in Piedmont and the great red battle effects were all realized by night photography. Elaborate preparations for these were secretly laid and several inventions were made on the ground to accomplish the desired end. Patented illuminators were distributed over an area of two miles to get one midnight battle scene.

An amusing incident happened while one of the great battle scenes was being photographed at night. Mr. Griffith kept his plans so carefully concealed that it was not known what he intended doing. The night the big fight came off many citizens miles away from the actual scene telephoned into the newspapers and the following morning several papers appeared with stories of a mysterious naval engagement the night before in which the long thunderous roll of heavy cannonading had been distinctly heard by citizens miles inland from the sea.

The novelty of midnight photography is carried to a striking point in one of the vast pictures. Here under the glare of the giant illuminators and bursting bombs one can see a line of trenches stretching over a territory of more than three miles.

In the meeting of Generals Grant and Lee at Appomattox a historic incident is revealed. When General Robt. E. Lee wanted to make some marginal notes on the papers of the final surrender, he asked for a pencil, and to the surprise of the numerous generals assembled it was found that not a person in the company owned one. Finally an officer in General Lee's staff found a pocket inkstand in his kit and it was with ink from this that the historic document was written. It will also be noted that General Grant and several of his staff were not expecting the surrender and were present in private uniforms.

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From the New York American, March 5, '15

"Birth of a Nation" True and Wonderful

By REV. THOMAS B. GREGORY

IN the great photo spectacle "The Birth of a Nation," which had its initial presentation at the Liberty Theatre Wednesday evening, Mr. Griffith comes pretty near working a miracle.

And yet this is just what Mr. Griffith has done, and done with a completeness and perfection that is astounding.

As a picture play "The Birth of a Nation" is by all odds the greatest thing that has ever come to New York, and in this masterpiece of motion picture production we may see something of the possibilities of the art as an educator of the human race, through the most royal of the senses, the eye.

Waves a Magician's Wand.

"Seeing is believing"—and in this wonderful photo play we actually see the birth, growth and coronation of this King of Nations, this giant of the Powers of the earth—a people compared with whom the Romans were but as pygmies.

As if by the waving of some magician's wand the great scenes are, one after another, unrolled before us.

We see the hot controversy over slavery, the criminations and recriminations from North and South playing back and forth like sheet-lightning, until it culminates in the storm, the great armed struggle between the Blue and the Gray, which, after four years of agony and blood, ends under the "budding apple tree" at Appomattox, with the surrender of Lee to Grant.

Then, as all seems to be going so well, we

see the great President—best, noblest, kindest of men—shot down by the madman Booth, and then the deluge.

The master hand removed and the great heart stilled in death, the politicians are in the saddle, and instead of the reunion which should, and would, have come close upon the bloody heels of strife, there came reconstruction—hell broke loose—such a carnival of high crime and misdemeanor as the world had not seen since the days of the Terror during the French Revolution.

The Invisible Empire.

All the horrors of that "ten years of hell" are made to live before us in Mr. Griffith's wonderful drama — the scoundrelly carpet-baggers, the venomous half-breeds, the hordes of ignorant blacks, the crushed but still proud and courageous whites, cast down, but not destroyed, standing wretched, but hopeful, 'midst the ruins of their former glory.

And then there comes flashing in upon us the vision of the back-stroke of the downcast Anglo-Saxon. Disarmed, disfranchished, the slave of slaves, bayonets bristling over him, and all open, organized resistance impossible, he organizes in secret; he strikes from the cover; he forms his clans of the invisible empire, and, like the "pestilence that walked in darkness," he went forth to clear his Southland of those who would wipe out its civilization.

The carpet-baggers vanish; the great mass of black savagery calms down and ceases to be a menace; the ballot-box is regained by its former masters, and once again the chaos takes on the form of order and peace.

To create this wonderful spectacle of the Birth of a Nation, Mr. Griffith, I learn, employed the services of eighteen thousand men and women, and over three thousand horses.

Miles of film were used to catch every detail. Cities were built and scenes of historical in-

terest were reproduced in every particular. Battlefields were again laid out and registered upon the camera.

Mr. Griffith and his forces were eight months making the picture. They traveled over the sections in which the story is located, and reproduced the scenes with rigid fidelity. Thousands of works of historical and official value were carefully read to get at the full and exact particulars. It is no wonder, in the light of these facts, that the making of the great picture involved the expenditure of more than $150,000.

Truth in Every Line.

And it is well worth all that it has cost. As an educator its value is well nigh inconceivable, and its chief value in this direction lies in its truthfulness. That the story as told by the pictures is true I am ready to swear on the Bible.

I know it is true, because I lived through the actual realities themselves. I saw the real carpet-baggers, the real "New Voters," the real reconstruction "Statesmen," the real Ku-Klux Klanners. I knew the real Stoneman, the real Lynch, the real Camerons, and was a living part of the stupendous tragedy, watching it with wondering eyes and bated breath from its inception under the Stonemans and Lynches to its cessation under the invisible blows of the Ku-Klux Klan.

I am prepared to say that not one of the more than five thousand pictures that go to make up the wonderful drama is in any essential way an exaggeration. They are one and all faithful to historic fact, so that looking upon them, you may feel that you are beholding that which actually happened.

Regarding the educational value of the great photo play, no one who sees it can be the least bit sceptical.

It is a spectacle that makes you think and feel.

If you want to realize how closely and how

rigidly the connection is between wrong and its punishment, then see the play. What a small thing it seemed to those Virginia pioneers when they bought those twenty negroes from the mercenary Dutchmen and made slaves of them. Little did they realize what they were doing.

The Aftermath.

There would have been no war between North and South, no mangling of the fair sons of North and South, no reconstruction, no Ku-Klux horrors, no half century of sorrow and hate had North and South never put that devil Slavery in the Cradle of Liberty.

And this amazing drama shows us how great Abraham Lincoln was in HIS SPIRIT of LOVE and JUSTICE.

The great President wanted to do right, wanted to treat the South fairly, wanted to deal with it in the spirit of kindness and justice. He knew right well that in a very important sense the whole country was to blame for the institution of slavery; he knew that able men and patriots, North and South, differed honestly in their interpretation of the Constitution and the right of secession; he knew that the first man to advocate secession was not Jefferson Davis, in 1860, but the New England statesmen in 1812, and when, after a gallant fight, the South laid down its arms, Mr. Lincoln's desire was to restore the Union at once, and forgetting the past, to go on binding up the wounds and rebuilding the old-time prosperity and peace.

His death threw the power into the hands of men who were of another stamp, who were animated by another spirit, who wanted "revenge," not union, and the result was the reconstruction period, which did more to embitter the South than a dozen wars could have done.

If you want to see how big Lincoln was, how he towered above all the other men of his time in common sense, in patience and in goodness, take a look at Griffith's master production, "The Birth of a Nation."

New York Journal, March 8, 1915

"The Birth of a Nation" Film Masterwork, says Dorothy Dix.

I am a Film Fan, but I never had the slightest conception of what could be done with the moving picture as an art until I saw "The Birth of a Nation" at the Liberty Theatre at its initial production in New York.

I had considered the moving picture interesting, instructive, amusing, diverting, beautiful, spectacular, but I had believed that the silent drama never could touch the emotions very deeply. I had thought that to grip an audience, to melt it to tears with pathos, to thrill it with high heroic sentiment, required the spoken word and the magic of the human voice.

"The Birth of a Nation" disproves all of this theory. Here is a war play, the like of which never has been presented on any stage before, that played upon the heart as upon a harp of a thousand strings; that worked the audience up into a perfect frenzy; that mingled pathos and humor, tragedy and glory; at which people wept and laughed, and yet not one word was spoken on the stage.

The whole thing was fascinating, yes, terrible beyond belief, because you saw, as the angels looking down from heaven must have seen, all of the causes that lead to the Civil War, the bloody struggle in which brother fought against brother, and the ghastly aftermath of the conflict in which, for awhile, the black heel was set upon the white neck of a conquered people.

History by Lightning.

There have been many war plays, but none comparable to this, for none have had its scope. The eye is swifter than the ear. You can see in an instant the whole of a situation that it would take any one an hour to describe to you, and so it has beeu possible to compass in this moving picture drama the whole story of the Civil War instead of giving just an episode to which any spoken drama must needs confine itself.

"The Birth of the Nation" begins with the introduction of African slavery into the United States through New England, the sale of the slaves to Southern planters, and traces the abolition movement. It then passes on to the declaration of war, and shows the conflict between the Blue and the Gray in the most wonderful series of battle scenes that have ever been depicted.

Then comes a magic series of pictures showing Sherman's devastating march to the sea, with cut-in-pictures of the devastation and poverty he left behind. Then comes an historically accurate reproduction of the assassination of Lincoln, showing Ford's Theatre as the stage was set on that fatal night, the President and Mrs. Lincoln entering the box, while the audience rose to cheer them, and the act of the madman, Wilkes Booth, as he shot Lincoln and then leaped to the stage with his melodramatic cry, "Sic semper tyrannis."

Told for the First Time.

Then comes the final battle of the war, the surrender of Lee and the pathetic going back to their ruined homes of the broken Confederate soldiers. What followed in the days of reconstruction is the blackest page in American history, a story so horrible that it has never been adequately told until in these pictures. These visualize the terrors of a day

when the lowest class of whites from the North went South and for their own gain inflamed the negroes against the whites, when a newly liberated slave population, drunk on the first draught of freedom, mistook license for liberty and were guilty of every excess and rioted in unbelievable orgies; when the whole machinery of the government was given over to ignorant blacks, who could neither read nor write; when no Southern woman was safe even in the shelter of her home, and when crimes unmentionable against the whites were a daily and hourly occurrence.

Out of this desperate situation rose the need for a desperate remedy, and the South found it in the organization of the Ku-Klux Klan. The white men organized themselves into a secret, mysterious band. Robed in long white gowns, and the horses were covered with the same flowing white drapery, they came silently by night upon the offending negroes, and visited a swift justice upon them, and eventually succeeded in breaking the carpet-bag rule and restoring peace and order and white supremacy in the South.

The pictures of the Ku-Klux Klan in their ghostly regalia, holding their mysterious rites, and their raids, when they rode like cossacks, make a series of the most thrilling films ever shown in a moving picture. Love interest is lent to the play by two pretty romances of a Northern man and a Southern girl, and a Southern man and a Northern girl, that run like a golden thread through the dark woof and warp of the war drama.

"The Birth of a Nation" is founded on Thomas Dixon's novel, "The Clansman," but it is as much more vital than the book as the thing we see is to the mere printed words telling of it.

A New Art is Born.

"The Birth of a Nation" is the apotheosis of

the moving picture. Thousands of people took part in making it. The scenes where real battles were fought are its background. In it you see the counterfeit presentment of the great men of the Civil War as they were when they lived and moved and had their being—Lincoln, the great heart of that troublous time; Grant, the magnanimous; Lee, the Bayard of the South; Charles Sumner. aristocrat to his finger tips; Seward, cold and cruel and hard as death, and a dozen others who made history.

"The Birth of a Nation" is history vitalized and made living. Go and see it for that. Go and see it because of the wonder of the pictures themselves, and the marvel of this new art of film making, of which it is the last word.

And finally go and see it because it will make a better American of you, for out of the baptism of blood of the Civil War was born the new nation, one and indivisible.

JAMES S. METCALFE

The Master Critic of LIFE, and THEATRE TALK FROM NEW YORK, Says:

"The Birth of a Nation" is the biggest attraction of the season. Its drama is so intense that it brings the audiences to their feet as no theatrical play has in many, many years. It is asking and getting regular theatrical prices—$2 orchestra chairs and other seats on the same basis. The Liberty Theatre is twice daily holding bigger audiences than ever before in its history.

"The Birth of a Nation" seems to have been produced by a genius to interest all kinds and conditions of Americans.

FROM Governor Johnson of California, in the Farthest West, who described it as "the most glorious accomplishment in any art I have ever seen," to the National Congress (U. S. Senate and House of Representatives), twenty-one members of which have sent voluntary letters of enthusiastic commendation

THE BIRTH OF A NATION

has been voted not only the greatest motion picture ever shown, but the most extraordinary and wonderful artistic conquest since the birth of civilization.

Here will be found a collection of opinions—praise such as has never before been given to a performance of any description on the stage or otherwise. These are not single sentences torn from the contest and perverted in meaning, but paragraphs reproducing the writer's exact words yet pale and dim beside the effect of the whole critique. It is difficult to pick and choose. You are invited to read the entire reviews, most of the excerpts being from the New York daily newspapers of March 4, 1915, the day following the initial performance that electrified New York.

C. F. ZITTEL, NEW YORK
EVE. JOURNAL.

"IT'S WORTH $5.00 A SEAT TO SEE 'THE BIRTH OF A NATION.' First of all, children must be sent to see this masterpiece. Any parent who neglects this advice is committing an educational offense, for no film ever produced has more educational points than Griffith's latest achievement. . . . . 'The Birth of a Nation'' will thrill you, startle you, make you hold on to your seats. It will make you laugh. It will make you cry. It will make you angry. It will make you glad. It will make you hate. It will make you love. It is not only worth riding miles to see, but it is worth walking miles to see.''

RICHARD HARDING DAVIS,
WAR CORRESPONDENT.

"It is like real war. For the first time in a theatre a battle scene has been presented as it actually is.''

BURNS MANTLE, EVE. MAIL.

"THE MIND FALTERS AND THE TYPEWRITER BALKS before an attempt to either measure or describe D. W. Griffith's crowning achievement in screen drama, 'The Birth of a Nation.'. . . The pictures are wonderful, and there is an element of excitement that last night swept a sophisticated audience like a prairie fire.''

BOOTH TARKINGTON, EMINENT
NOVELIST.

"One of those great artistic things that will make everybody THRILL, LAUGH and CRY. It will take the whole country by storm.''

LOUIS DEFOE, N. Y. WORLD.

"'Birth of a Nation' in wonder pictures. Motion Photography at its best in screen version of 'The Clansman' at the Liberty. The audience, which closely resembled the first night gathering of one of the important dramatic events of the season, surrendered completely to the emotional appeal....As the pictures were unreeled they sat in subdued silence, but when the tension ended broke forth in prolonged applause in recognition of the pictures' uncanny realism."

MARGERY STOCKING, NEW YORK AMERICAN

"The great scene of the perilous charge of the Clansman has been responsible for the restoration of the hero to Broadway. As it is enacted on the screen each night the spectators actually rise from their seats and burst into cheers. THE PLAY FURNISHES THE SPECTATORS WITH A THRILL THAT HAS LONG BEEN ABSENT FROM BROADWAY."

NEW YORK NEWS.

"The true greatness of this production lies in its emotional appeal, an appeal so forceful that it lifts you out of your seat and thrills you as the speaking stage never did and never will. Historically it is magnificent; a great, true artistic photograph of the crisis of a great war. Never before, on canvas, by photography, or by literature has the great grapple of the Civil War been so graphically visualized."

LOUIS SHERWIN, EVE. GLOBE.

"Here is beyond question the most extraordinary picture that has been made—or seen—in America so far. It is bewildering to think of the elaborate organization, the number of people and the amount of equipment it required to put this drama on the screen."

NEW YORK HERALD.

"'The Birth of a Nation,' the two dollar motion picture, more than fulfilled its promise. A NEW EPOCH IN THE ART IS REACHED. The play is a big step forward."

ERROL HART, EVE. SUN.

"'The Birth of a Nation' marks a new epoch. Powerful photo play sweeps the crowd off its feet. NEVER BEFORE HAS SUCH A WHIRLWIND COMBINATION OF STORY, SPECTACLE AND TENSE DRAMA BEEN UNROLLED BEFORE NEW YORKERS."

CHARLES DARNTON, EVE. WORLD.

"'The Birth of a Nation' is big and fine. The charging of the trenches with hand-to-hand fighting is a scene that has a deadly fascination, while the tremendous artillery duel leaves little to the imagination."

HECTOR TURNBULL, NEW YORK TRIBUNE.

"The spectacle will win popularity because of its tremendous thrilling war scenes, and the following exciting raids of the Ku-Klux Klan."

NEW YORK COMMERCIAL.

"'The Birth of a Nation' is a wonder in pictures. There is action a-plenty and acting of a superior quality. A noticeably gratifying feature is the absence of over-actiug on the part of the principals."

NEW YORK TELEGRAPH.

"A picture play par excellence. Premier of 'The Birth of a Nation' at the Liberty Theatre an unqualified success. Audience literally thrilled. Production stupendous in scope and gorgeously prodigal in detail."

NEW YORK JOURNAL OF COMMERCE.

"As pictures of history in the making, 'The Birth of a Nation' is of great value to old and young. It places before the eyes of the present generation events of which they have only been able to read hitherto, and shows them in such a way that no spectator can fail to be impressed."

NEW YORK TIMES.

"The Civil War battle pictures represent enormous effort and achieve a striking degree of success."

LAWRENCE REAMER, NEW YORK SUN.

"This film spectacle is the GREATEST AND LARGEST EVER PRODUCED. A drama of human conflicts links history to romance."

HAMILTON OWEN, NEW YORK PRESS.

"Makes profound impression. Acting is excellent. The death of President Lincoln, which brings the first act to a close, shows some extraordinary pictures of the interior of Ford's Theatre, the movements of the actors on the stage, of the throng comprising the audience, suggesting nothing but the great tragedy itself, with never a blur of artificiality anywhere in the pictures."

"WID" IN EVE. MAIL.

"With this production there can be no further doubt in anyone's mind that the film can surpass the staged play in many interesting ways."

MAJOR-GEN. JOHN F. O'RYAN,
Commanding New York National Guard.

"Historically and educationally it is a most wonderful achievement. Everybody ought to see it."

1916

A

TREASURER'S REPORT FOR FIRST YEAR

Ending December 31,1915.

STATEMENT, January 1, 1916.

ASSETS

Cash in Bank		$ 174.84	
Production		108475.74	
Accounts Receivable:			
Precision Machine Co.	49.96		
Triangle Film Corp.	3062.51		
W.N. Seligsberg,Adv.	100.00		
Western Import Co.	5976.19	9188.66	$117,839.24

LIABILITIES

Capital Stock	110,000.	
Paid in Surplus	280.	
Balance	7,559.24	117,839.24

EARNINGS TO JANUARY 1, 1916.

INCOME

From "A" Company	396,149.67	
B	275,019.83	
C	311,951.48	
D	88,604.99	
E	74,635.08	
F	99,881.33	
G	88,821.92	
H	98,745.67	
I	49,583.65	
J	35,395.30	
K	27,652.60	
Rights	256,253.87	
Interest on Deposits	83.10	
Royalty on music	14.44	1,802,792.93

EXPENSE

Administration and general office	119,553.62	
"A" Company	269,766.62	
B	147,749.99	
C	222,437.92	
D	43,113.36	
E	35,596.52	
F	46,498.25	
G	37,977.15	
H	33,951.	
I	16,299.12	
J	12,128.41	
K	11,335.54	
Royalties paid Dixon and Griffith	389,564.14	
Production Supplies (N.B.)	79,262.05	1,465,233.69
		337,559.24
N.B. (Above consists of Equipment for (12 Companies, Raw material for prints, (cost of printing,etc. and for extra (films in stock.)		54,237.87
		283,321.37
Refund to Investors	110,000.	
Dividends to stockholders	220,000.	330,000.00
BALANCE AS ABOVE		7,559.24

719,564.14

Albert W Bangley
Treas.

Draft #2
12-31-15.

AGREEMENT made this 5th day of ~~December~~ January 1916 between DAVID W. GRIFFITH CORPORATION, a corporation organized and existing under the laws of the State of New York, hereinafter referred to as the "Lessor," of the first part and T. R. FILM COMPANY, a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the "Leesee" of the second part.

WITNESSETH:

WHEREAS on the day of May, 1915 Majestic Motion Picture Company entered into an agreement in writing with the Leesee herein, whereby said Majestic Motion Picture Company leased unto said Lessee two positive prints of a certain motion picture photoplay entitled, "The Avenging Conscience" together with the exclusive right to use, exhibit and exploit the same within the States of Pennsylvania and New Jersey; and

WHEREAS said agreement together with all right, title and interest of Majestic Motion Picture Company thereunder, has been duly assigned by said Majestic Motion Picture Company to the Lessor herein; and

WHEREAS the Lessee now desires to acquire the exclusive right to use and exhibit the aforesaid two prints of said motion picture photoplay within certain additional territory.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Lessor agrees to extend and hereby does extend the territory within which the Lessee shall have the exclusive right to use, exhibit and exploit the aforesaid prints of said motion picture photoplay to include, in addition to the States of Pennsylvania and New Jersey hereto fore granted it, the States of Delaware, Maryland, Virginia, North Carolina, South Carolina and the District of Columbia.

2. The Lessee agrees to pay the Lessor in the manner hereinafter provided, as rental for the privilege to so use and

Draft #2
12-31-15.

exhibit the said prints of said motion picture photoplay in the aforesaid additional territory, 50% of the gross receipts received by it from such use and exhibition.

3. The Lessee further covenants and agrees that it will so use and exploit said photoplay in said territory with diligence and conscientious effort and that it will, on Wednesday of each week mail to the Lessor, addressed to it at its office, 2 Rector Street, in the City of New York, full and complete reports of all bookings, cash and collections made by the Lessee during the past preceding calendar week, and that on Wednesday of each week it will remit or cause to be remitted to the Lessor, in New York funds or certified check, an amount equal to fifty per cent. of the entire gross receipts received by it from the use, exhibition or leasing of said motion picture photoplay up to and including the previous Saturday.

The Lessor agrees with the Lessee that during the term of this lease, neither the Lessor nor its servants or agents shall exhibit the said photoplay or any part thereof, or cause it or any part thereof to be exhibited within the said territory.

The Lessee agrees that neither the Lessee nor its agents, servants or employees, or any other person or persons, will copy or duplicate, or cause to be copied or duplicated, the said photoplay or any part thereof, within any territory whatsoever, and that neither the Lessee nor its agents, servants, employees or any other person or persons will exhibit or cause or permit to be exhibited the said leased prints of said photoplay or any part thereof, in any territory except the territory herein set over to the Lessee, and that neither the Lessee, nor its agents, servants, or employees will exhibit any prints of said photoplay, other than those hired hereunder, within the said territory, and that upon violation of this or any other provision of this contract by the Lessee, the lease of the said photoplay shall terminate and expire, and the Lessor shall become entitled to the immediate possession of the said photoplay,and all copies and prints of the same, and shall have the right to seize the same or any of them, with or without legal process, wherever found.

Draft #2.
12-31-15.

Neither this agreement nor any rights arising therefrom shall be assigned or transferred in whole or in part, by the Lessee without the written consent of the Lessor.

No representations made by any representative or agent of the Lessor, nor by any other person, shall be binding or be considered a part of any agreement between the Lessor and the Lessee unless herein expressly contained, and no variation of this agreement shall be made except in writing, signed on the part of the Lessor by its president.

Posters and advertising matter shall be sold by the Lessor to the Lessee at cost thereof to the Lessor.

IN WITNESS WHEREOF David W. Griffith Corporation has caused these presents to be signed by its Treasurer and its corporate seal to be hereunto affixed, and the T. R. Film Company has caused these presents to be signed by its President and its corporate seal to be hereunto affixed, the day and year first above written.

ATTEST:

M. M. Doeling
Secretary
The T. R. Film Company
(Seal)

DAVID W. GRIFFITH CORPORATION

BY Albert H. J. Barsky
Treas.

THE T. R. FILM COMPANY

BY J. Fred Reeve
President

Received of Wark Producing Corporation its certificates of indebtedness #153 to #187, inclusive (35 in all), each for $1000, and each in the name of D. W. Griffith, and certificate of stock #16 for 35 shares of the capital stock of Wark Producing Corporation.

Dated January 17, 1916.

D. W. GRIFFITH

BY_____
Attorney

(Bunzhaff)

LONDON PARIS VIENNA PETROGRAD PRESSBURG RIGA WINTERSTEIN (THUR)

C. P. GOERZ AMERICAN OPTICAL COMPANY

PHOTOGRAPHIC, OPTICAL AND SCIENTIFIC INSTRUMENTS

SOLE REPRESENTATIVES IN THE U. S. A. OF THE
OPTISCHE ANSTALT C. P. GOERZ AKTIENGESELLSCHAFT,
BERLIN-FRIEDENAU, GERMANY

CABLE ADDRESS
GOERZ—NEW YORK

CODES
W. U. — A. B C.

OFFICE AND FACTORY: 317-323 EAST 34TH STREET

IN YOUR REPLY REFER TO MANAGER'S OFFICE

NEW YORK, N. Y., January 17 1916

Cru Patents Corporation
2 Rector St
New York, N.Y.

Gentlemen,-

Replying to your inquiry of January 13th, we beg to say that the highest speed cinematograph Lens which we manufacture is our Kino Hypar F:3.5 which is made in various focal lengths, 1 5/8", 2", 2 3/8" and 3". You will find same described in our motion picture booklet a copy of which we enclose herewith.

Regarding furnishing the prism of which you submit sketch, we beg to say that we are not in a position to furnish same from stock. Likewise we have at this time no optical glass from which they could be manufactured. For your information we beg to say that it is almost impossible at the present time to obtain good optical glass in the United States as the raw stock is all imported. We have inquired from friends in the business if they could let us have glass to make the prisms as described by you and on receipt of their affirmative answer, we will be pleased to communicate with you further. Regarding the percentage of light that is lost by the passing of an image through a prism ,we beg to say that this depends principally upon the quality of the glass and the perfection of the polish. In prisms of first quality in the dimensions given by you, we should judge the loss at about 5%. However, we do not make a definite statement as exact figures are not available.

Yours very truly,

C. P. GOERZ AMERICAN OPTICAL COMPANY.

Fohlmann

(ED)

SHIP FREIGHT TO BOSTON, MASS.
EXPRESS OFFICE, 89 BROAD ST., BOSTON.
TELEPHONE, QUINCY 400.

BOSTON GEAR WORKS

OFFICE AND WORKS
NORFOLK DOWNS, MASS.
(QUINCY)

Jan. 18, 1916.

A. Wirsching's Sons,
61 Duane St.,
New York City.

Gentlemen:

We are in receipt of your favor of the 15th inst., also B/Ps and sample blanks, and regret to advise that the conditions of our machines will not allow us to make delivery of this work, at the present time.

We believe the Grant Gear Works of 151 Pearl St., Boston, Mass., may be in better position to handle these and if you so desire will forward your B/Ps, letter and samples to them without cost to you.

Kindly advise us.

Yours truly,

Boston Gear Works,

by

HHK/L

Est. Dept.

Bausch & Lomb Optical Co.

NEW YORK-WASHINGTON
LONDON CABLE "OPSIOMETER"

CHICAGO - SAN FRANCISCO
FRANKFORT s/m CABLE "PRISMA"

EXECUTIVE OFFICE AND WORKS ROCHESTER, N.Y. U.S.A.
CABLE "BAUSCHLOMB"

200 FIFTH AVE.
NEW YORK.

Jan. 19, 1916.

Cru Patents Corporation,

2 Rector St.,

New York City.

Gentlemen:-

We are in a position to supply you with a Series Ic Tessar lens having a speed of F:3.5, which will cover an area 1 x 1-1/2", and on this lens mounted in barrel we would quote you a price of $25.00 net. If this meets with your approval, we shall be very glad to proceed with the filling of your order.

Yours very truly,

BAUSCH & LOMB OPTICAL CO.

Geo. T. Schurse

GGT:LV

Bausch & Lomb Optical Co.

NEW YORK-WASHINGTON
LONDON CABLE "OPSIOMETER"

CHICAGO - SAN FRANCISCO
FRANKFORT S/M CABLE "PRISMA"

EXECUTIVE OFFICE AND WORKS ROCHESTER, N.Y. U.S.A.
CABLE "BAUSCHLOMB"

200 FIFTH AVE.
NEW YORK.

Jan. 19, 1916.

Cru Patents Corporation,

2 Rector Street,

New York City.

Gentlemen:-

Recently one of our representatives took up a matter with your Mr. Wenderholt relative to supplying a prism. We are in receipt of a letter from our factory stating that at the present time there is no possibility of our being able to supply such prisms. They have nothing in stock near the dimensions given, and regret therefore that we are unable to accept your order. Enclosed herewith please find the drawing submitted.

You will be advised at a later date with reference to the Anastigmat lenses for covering an area 1 x 1-1/2".

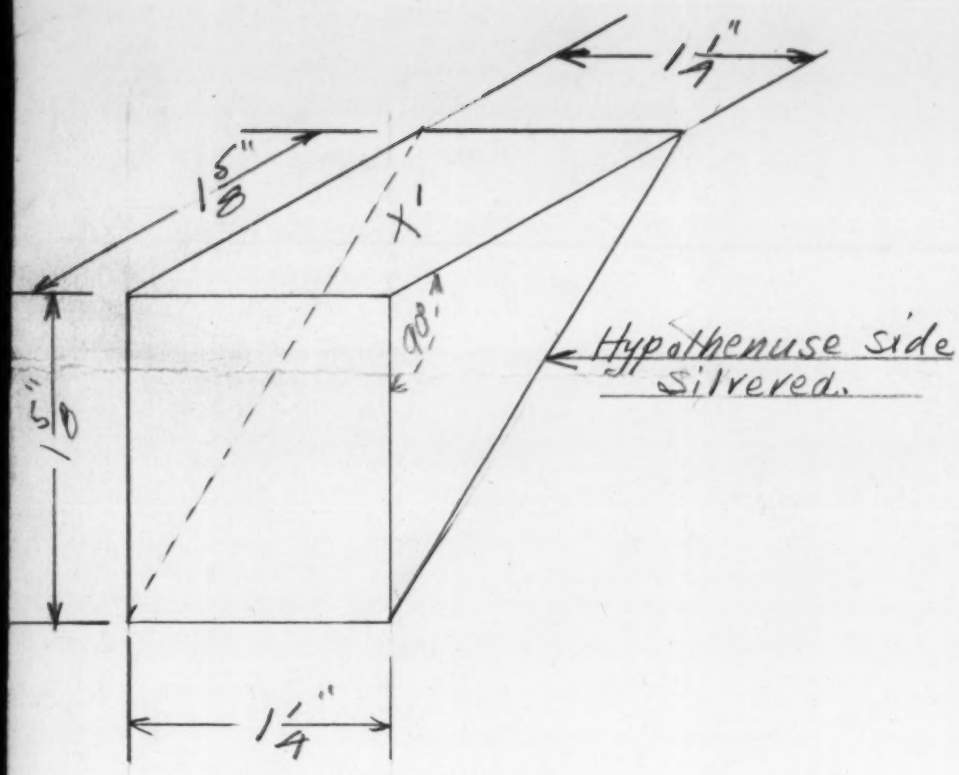
Yours very truly,

BAUSCH & LOMB OPTICAL CO.

Geo. G. Schurse.

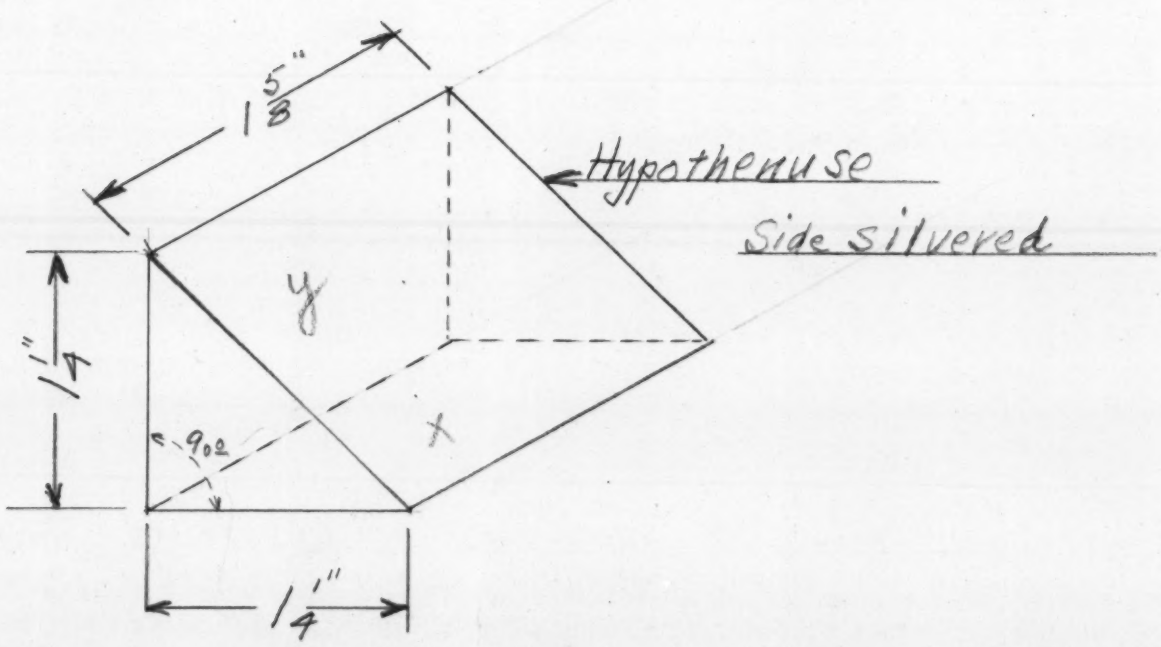
GGT:LV

Cru Patents Corporation, 2 Rector St., New York City.



Prism "A".

2 Wanted



Prism "B".

1 Wanted

Prisms in stock?
make up. spec.?
Time necessary
cost.

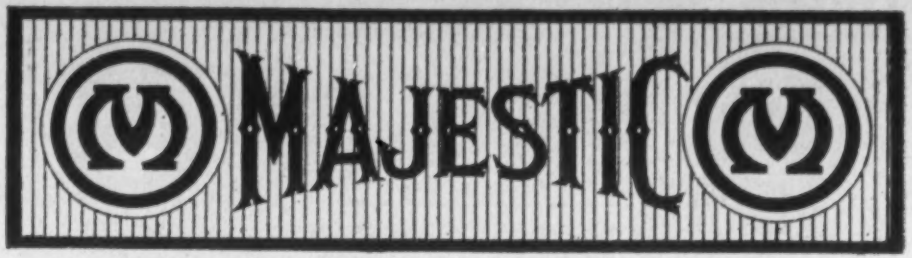
% light lost thru Prism A.
" " " " A + B
" " " " A-B+A.

same beam

1- 7 3.5 lens to cover at least 1 X 1½ same quality as B+L2. Tessar
print.

Mounted

Studio
Los Angeles, Cal.



Release Date
Release No.
Exchange No.

Motion Picture Company

Sold to Wark Producing Company [redacted] N. Y., 1/20/16 191

Bway & 42nd St., New York City. Terms,

Film	Posters	Subject	Length	Price	Amount	Total
		Portion of Liability Insurance as per Benedict & Benedict's Invoice dated Nov. 9th,1915 for Period 9/6 to 10/9/15			301.59	
		Portion of Liability Insurance as per Benedict & Benedict's Invoice dated Dec. 31st, 1915. for Period Ending 12/6/15			908.37	1209.96

January 28th 1916

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith: Re: Income Tax

Regarding your income tax statement, I enclose herewith copy of the statement filed by you last year in the Los Angeles office, so that you may be advised as to what was done at that time. This year you should have Mr. Epping prepare the same and should be made out as follows:

He should figure your gross income based on all salaries paid you through the Majestic or Reliance offices for the year 1915, unless he has deducted or withheld the tax at the source. In addition thereto, you should include in your gross income any profits you received from Clune or other Western sources, with which matters I am not familiar.

I enclose herewith statements of your total royalties received from Epoch, which amounts to $140,243.09, for the year ending December 31st 1915, together with the amount of dividends, which amounts to $15,700 received from same company during said period, which amounts should also be included in your gross income.

The tax on your salary of $100. per week paid by the Epoch will, I believe, be deducted at the source. If not, the same should be included in your gross income. I will wire in

reference to this item as soon as we determine whether the same should be deducted here and paid to the Collector in Los Angeles.

You are entitled to a specific exemption of $3,000., and not $4,000, for the reason that you are living separately from Mrs. G. You will note that last year you did not deduct the tax on the amount that you paid her at the source, but you included the same in your net income and therefore paid the tax thereon out of your own funds. I would advise doing the same thing this year, if it is satisfactory to the Collector at Los Angeles. If not, you should deduct the tax on the amount you paid her for the year and pay the same to the Collector separately, but as the result is practically the same, with the exception that you pay the tax on her income, whereas, properly speaking, it should be deducted from her allowance. If you deduct the same from her amount and pay it separately to the Collector, for policy's sake, I would not charge it against her allowance.

You should also included in your gross income any interest that you may receive on bank deposits, bonds or mortgages, following the list on page 2, placing the different incomes opposite the various headings on that page.

On page 3 you will find general deductions which you are entitled to make. Opposite deductions 29 you can deduct

cost of machinery for sinking oil wells as the apparatus used in sinking a well is not a permanent improvement or a betterment of the property. You may also deduct the cost of labor on the ranch, but not the cost of any articles, such as trees or buildings, which may go to the permanent improvement or betterment thereof. Under this heading you may also deduct the $1500. which you pay to me personally for legal services. You should also be entitled to deduct the $2100 paid to the Cascadian Spring Water Co. on account of Albert's salary, or charge it off under general deduction #32 as an actual loss sustained in trade, and you no doubt have a lot of debts which are past due, which are worthless that you can charge off under general deductions 33, all of which Mr. Epping can work out for you.

If there is any further information regarding these matters that you wish, have Mr. Epping write me fully regarding the same at once as you have until March 1st to make this return.

Very truly yours,

P.S.--You are also entitled to deduct 20% depreciation on your automobile, the cost of upkeep and chauffeur's salary, as the same is a necessary part of your business.

AHTB/RR

Enc.

TO BE FILLED IN BY COLLECTOR.

Assessment List 23-B..... (Month.)

Folio ..... Line .....

Above space to be stamped by Collector, showing district and date received.

Form 1040 (Revised).

INCOME TAX.

THE PENALTY
FOR FAILURE TO HAVE THIS RETURN IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 1 IS $20 TO $1,000.
(SEE INSTRUCTIONS ON PAGE 4.)

UNITED STATES INTERNAL REVENUE.

TO BE FILLED IN BY INTERNAL REVENUE BUREAU.

File No. .....

Audited by .....

IMPORTANT.
Read this form through carefully. Fill in pages 2 and 3 before making entries on first page.

RETURN OF ANNUAL NET INCOME OF INDIVIDUALS.

(As provided by Act of Congress, approved October 3, 1913.)

6th Dist. Calif.

INCOME RECEIVED DURING THE YEAR ENDED DECEMBER 31, 1915.

Filed by (or for) David W. Griffith, of ~~620 Drexel~~ Hotel Alexandria (Street and number.)
Los Angeles, California
(Post-office address.) (State.)

COMPLETE ANSWERS SHOULD BE GIVEN TO THE FOLLOWING QUESTIONS.

Did you render a return of income for the preceding year? Yes If so, in what Internal Revenue District was it filed? Same

Were you *single* or *married* with wife or husband living with you on December 31, of the year for which this return is rendered? married

If married, give full name of wife or husband Linda Griffith

Has your wife or husband income from sources independent of your own? Do not know

Have you included your wife's or husband's income in this return? no

	Millions	Thousands	Hundreds	Cents
1. GROSS INCOME (brought from line 28)	$	2	50	431 34
2. GENERAL DEDUCTIONS (brought from line 36)	$		37	086 55
3. NET INCOME	$	2	13	364 79

Specific deductions and exemptions allowed in computing normal tax of 1 per cent.

	Millions	Thousands	Hundreds	Cents
4. Dividends (brought from line 27)	$	15	700	00
5. Income on which the normal tax has been paid or is to be paid at the source (brought from line 23, Column A)	$	43	600	00
6. Specific exemption of $3,000, or $4,000, as the case may be	$	4	000	00
NOTE.—If separate return is made by husband or wife and exemption is prorated, state amount claimed by: Husband ... $ ..... Wife ..... $				
7. Total deductions and exemptions (Items 4, 5, and 6)			63	300 00
8. TAXABLE INCOME on which the normal tax of 1 per cent is to be calculated		1	50	064 79

NOTE.—When the net income shown above on line 3 exceeds $20,000 the additional tax thereon must be calculated as per schedule below.

	INCOME. Millions	Thousands	Hundreds	Cents	TAX. Millions	Thousands	Hundreds	Cents
One per cent on amount over $20,000 and not exceeding $50,000	$	30	000	00	$		300	00
Two per cent on amount over $50,000 and not exceeding $75,000	$	25	000	00	$		500	00
Three per cent on amount over $75,000 and not exceeding $100,000	$	25	000	00	$		750	00
Four per cent on amount over $100,000 and not exceeding $250,000	$	1	13364	79	$		453	459
Five per cent on amount over $250,000 and not exceeding $500,000	$				$			
Six per cent on amount over $500,000	$				$			
9. Total additional or super tax					$		6084	59
10. Total normal tax (1 per cent of amount entered on line 8)					$		1500	65
11. Total tax to be paid					$		7585	24

GROSS INCOME.

This statement must show in the proper spaces the ENTIRE AMOUNT of gains, profits, and income received by the individual from all sources during the year specified on page 1, EXCEPT income derived from the obligations of the United States or any of its possessions, or of any State or political subdivision thereof, including district drainage bonds; and amounts paid by a State or any political subdivision thereof for services rendered as an officer or employee.

DESCRIPTION OF INCOME.	A. Income on which the tax has been paid or is to be paid at the source.	B. Income on which the tax has NOT been paid or is not to be paid at the source.
NOTE.—If husband and wife render separate returns, only the income and deductions of the husband or wife (as the case may be) who renders *this return* shall be included herein; but if separate returns are not rendered by both husband and wife the income and deductions of both husband and wife shall be included separately as provided on this form.		
TOTAL AMOUNT DERIVED FROM—	Millions / Thousands / Hundreds / Cents	Millions / Thousands / Hundreds / Cents
12. Salaries and wages	$ 43 600 00	$
Wife's income		
13. Professions and vocations		
Wife's income		
14. Business, trade, commerce, or sales, or dealings in property, whether real or personal		
Wife's income		
15. Rents		
Wife's income		
16. *Interest* on notes, mortgages, bank deposits, and securities other than reported on lines 17 and 20		15 134
Wife's income		
17. *Interest* on bonds, mortgages or deeds of trust, or other similar obligations of domestic corporations, joint stock companies or associations, and insurance companies		
Wife's income		
18. Fiduciaries* (excepting dividends from domestic corporations, which must be included as indicated in line 26 below)		
Wife's income		
19. Partnership gains and profits, whether distributed or not. (*Net* gains or profits must be reported here.)		65 000 00
Wife's income		
20. Interest upon bonds issued in foreign countries and upon *foreign mortgages* or like obligations (not payable in the United States), and also dividends upon the stock or interest upon the obligations of foreign corporations, associations, and insurance companies engaged in business in foreign countries		
Wife's income		
21. Royalties from mines, oil wells, patents, franchises, or other legalized privileges		126 000 00
Wife's income		
22. Other sources not enumerated above		
Wife's income		
NOTE.—State here sources from which income entered on line 22 is received and amount received from each.		
23. TOTALS (NOTE.—Enter total of Column A on line 5)	$ 43 600 00	$ 191 151 34
24. AGGREGATE TOTALS OF COLUMNS A AND B		$
25. Dividends on stock or from the net earnings of domestic corporations, joint stock companies, associations, or insurance companies subject to like tax	$ 157 00 00	
Wife's income		
26. Dividends received through fiduciaries (see line 18)		
27. TOTAL DIVIDENDS (to be entered on line 4)		$ 157 00 00
28. TOTAL GROSS INCOME (to be entered on line 1)		$ 250 457 34

* There should be included under this item all income received from guardians, trustees, executors, administrators, agents, receivers, conservators, or other persons acting in a fiduciary capacity.

GENERAL DEDUCTIONS.

NOTE.—Claims for deductions can not be allowed unless the information required below is clearly set forth.

	Millions	Thousands	Hundreds	Cents
29. The amount of necessary expenses actually paid within the calendar year, for which the return is made, in carrying on any *individual business.* There *must not* be included under this head personal, living, or family expenses, business expenses of partnerships, or cost of merchandise. Amounts paid for permanent improvement or betterment of property are not proper expense deductions	$	34	999	49
Wife's deduction				
NOTE.—State on the following lines the principal businesses in which the above expenses were incurred. For labor & supplies on ranch, lots 1-2-3-4 Sec. 36, Tp. 3N, R. 15W., San Bernardino M., Angeles Forest Reserve, L. A. Co., Calif. (non-productive)				
For operating expenses (at a loss) Cascadian Spring Hotel Nyack, N.Y.				
30. All interest paid within the year on personal indebtedness of taxpayer			838	77
Wife's deduction				
31. All national, State, county, school, and municipal taxes paid within the year (not including those assessed against local benefits)			473	29
Wife's deduction				
32. Losses actually sustained during the year incurred in trade or arising from fires, storms, or shipwreck, and not compensated by insurance or otherwise				
Wife's deduction				
NOTE.—State (*a*) of what the loss consisted, (*b*) when it was actually sustained, and (*c*) how it was determined to be a loss.				
33. Debts past due which have been actually ascertained to be worthless and which have been charged off within the year			775	00
Wife's deduction				
NOTE.—State (*a*) of what the debts consisted, (*b*) when they were created, (*c*) when they became due, and (*d*) how they were actually determined to be worthless. Personal loans made Jan. 1 - Dec. 31, 1915, & charged off on Dec. 31, 1915				
34. Amount representing a reasonable allowance for the *exhaustion, wear and tear of property arising out of its use or employment in business.* No deduction shall be made for any amount of expense of restoring property or making good the exhaustion thereof for which a deduction is claimed elsewhere in this return				
Wife's deduction				
NOTE.—State (*a*) what the property was on which depreciation is taken (if buildings, state when erected, of what material constructed, and value of same, as of January 1, of the calendar year for which this return is rendered), and (*b*) what percentage of depreciation is claimed.				
35. Amount allowed to cover depletion, in case of mines and oil wells, not to exceed 5 per cent of the gross value at the mine or well of the output for the calendar year for which this return is rendered				
Wife's deduction				
NOTE.—State (*a*) cost of mine or well, (*b*) gross value at the mine or well of the output for the calendar year for which this return is rendered, and (*c*) what percentage of depletion is claimed.				
36. TOTAL "GENERAL DEDUCTIONS" (to be entered on line 2)	$	37	086	55

NOTE.—If space is insufficient for answering any questions, attach a supplemental sheet to this return.

AFFIDAVIT TO BE EXECUTED BY INDIVIDUAL MAKING HIS OWN RETURN.

I swear (or affirm) that the foregoing return, to the best of my knowledge and belief, contains a true and complete statement of all taxable gains, profits, and income received by me during the year for which the return is made, and that I am entitled to all the deductions and exemptions entered or claimed therein under the Federal Income Tax Law of October 3, 1913.

.....
(Signature of individual.)

Sworn to and subscribed before me this ..... day of ....., 191

[SEAL.]

.....

.....
(Official capacity.)

AFFIDAVIT TO BE EXECUTED BY DULY AUTHORIZED AGENT MAKING RETURN FOR INDIVIDUAL.

I swear (or affirm) that I have sufficient knowledge of the affairs and property of ..... to enable me to make a full and complete return of the taxable income thereof, and that the foregoing return, to the best of my knowledge and belief, contains a true and complete statement of all the taxable gains, profits, and income received by said individual during the year for which the return is made, and that the said individual is entitled under the Federal Income Tax Law of October 3, 1913, to all the deductions and exemptions entered or claimed therein, and that I am authorized to make this return for the following reasons:

.....

.....

.....

.....
(Signature of agent.)

.....
(Post-office address of agent.)

Sworn to and subscribed before me this ..... day of ....., 191

[SEAL.]

.....

.....
(Official capacity.)

INSTRUCTIONS.

1. This return shall be made by every citizen of the United States, whether residing at home or abroad, and by every person residing in the United States, though not a citizen thereof, having a *net income* of $3,000, or over, for the taxable year.

2. This return shall be made by every *nonresident alien* deriving any net income from property owned and business, trade, or profession carried on in the United States by him. No specific exemption is allowed nonresident aliens.

3. When an individual by reason of minority, sickness, or other disability, or absence from the United States, is unable to make his own return, it may be made for him by his *duly authorized* representative.

4. This return should be filed with the Collector of Internal Revenue for the district in which the individual resides. In case the person resides in a foreign country, then with the collector for the district in which his principal business is carried on in the United States.

5. When the return is not filed within the required time by reason of sickness or absence of the individual, an extension of time, not exceeding 30 days from March 1, within which to file such return *may be* granted by the collector, *provided* a written application therefor is made by the individual within the period for which such extension is desired.

6. This return, properly filled out, must be made under oath or affirmation. Affidavits may be made before any officer *authorized by law* to administer oaths.

7. An unmarried individual or married individual not living with husband or wife shall be allowed an exemption of $3,000. When husband and wife live together they shall be allowed jointly a total exemption of only $4,000 on their aggregate income. Either husband or wife may make, sign, and verify a return of their joint income. Where husband and wife have separate incomes they make a joint return of such separate income, both subscribing to the return, or they may make separate returns of their respective incomes, but in no case shall they claim or be allowed more than $4,000 exemption on their aggregate incomes.

8. Amounts charged on line 29 for restoring property or making good the exhaustion thereof from its use in business, together with the amount claimed for depreciation on line 34, must not exceed the deterioration of the property in one year.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

At a Special Meeting of the Board of Directors of the WARK PRODUCING CORPORATION, held at 1459 Broadway, Borough of Manhattan, City and State of New York, on the 31st day of January 1916, at 4 o'clock P. M.

P R E S E N T: Messrs. Albert H. T. Banzhaf, President,
Clarence E. Sterrett, Secretary,
-and-
F. Lipnick, Director.

Mr. Banzhaf, President, presided. Mr. Sterrett, Secretary, recorded.

The Secretary presented a waiver of notice of this meeting, which was received and ordered on file.

The President stated that he had received a telegram from J. C. Epping, accountant of the company at Los Angeles, California, requesting the authorization to adjust loss caused by windstorm January 27th 1916, and to sign proofs of loss and receive all moneys paid thereon arising out of damage to property upon said date.

Upon motion duly made, seconded and carried, it was

RESOLVED, That J. C. Epping be and he hereby is authorized to adjust loss caused by said windstorm on January 27th 1916, sign proofs thereof, and receipt for all moneys paid therefor, and that a copy of this resolution be wired to J. C. Epping by the President of the Company.

There being no further business before the meeting, the same was duly adjourned.

C. E. Sterrett
Secty

February 8th 1916

Mr. H. H. Kitchell,
Title Guarantee & Trust Co.,
176 Broadway,
New York City.

Dear Sir:

Mr. T. Stackpole, owner of certificate of indebtedness #251 of the Wark Producing Corporation, resides at 412 Eighth Avenue, Brooklyn.

Very truly yours,

AHTB/R

February 8th 1916

Mr. C. E. Sterrett,
c/o Mr. W. N. Seligsberg,
1459 Broadway,
New York City.

Dear Mr. Sterrett:

Mr. Stackpole, owner of certificate of indebtedness #251 and certificate for one share of stock #47 of the Wark Producing Corporation, resides at 412 Eighth Avenue, Brooklyn. Will you kindly note this address. This certificate of stock and certificate of indebtedness, also the certificate of stock and certificate of indebtedness made out in the name of Charles S. Clausen have been delivered to the respective owners.

Very truly yours,

AHTB/R

SEND the following NIGHT LETTER subject to the terms on back hereof which are hereby agreed to

DAY XXXXXX

FEBRUARY 18 1916

To

J C EPPING care MAJESTIC STUDIOS 4500 SUNSET BOULEVARD

LOSANGELES CALIF

REFERRING TO YOUR WIRE WITH REFERNCE TO FIVE THOUSAND SUBSCRIPTION DO NOT UNDERSTAND WHETHER YOU MEAN THIS IS XX INCLUDEDED IN THE FIFTYTHOUSAND MENTIONED IN GRIFFITHS LAST WIRE AS HAVING BEEN SUBSCRIBED FOR IF IT IS NOT INCLUDED YOU MAY STILL HAVE FIVE THOUSAND SUBSCRIPTION AS AITKEN HAS SUBSCRIBED FOR SIXTEEN THOUSAND WHICH HE IS WILLING TO DISPOSE OF AT SUBSCRIPTION PRICE ANSWER CALL GRIFFS ATTENTION TO PAGES THREENINETYSIX AND FOURSEVENTEEN OF POPULAR SCIENCE MONTHLY FOR MARCH REGARDS

BANZHAF

NATURAL SPRING WATER
SPARKLING TABLE WATER
GINGER ALE, ETC.

ESTABLISHED OVER 20 YEARS

POST OFFICE ADDRESS AND
TELEPHONE CONNECTION
NYACK, N. Y.

CASCADIAN SPRING WATER COMPANY
INCORPORATED

GRAND VIEW, ROCKLAND COUNTY, N. Y.

Feb.20th,1915

Mr.Albert H.T.Banzhaf,

New York,N.Y.

Dear Sir;

I am enclosing herewith a report showing the condition of this company,the same as I sent to Mr.Oglesby.

I will mail you on Monday the Income Tax Report so that you may have Mr.Griffith sign same,so that it may be mailed before March.1st.

The two accounts marked with a star are the accounts that should be paid at once as stated to you over the phone to-day. I have had some very heavy freight charges to meet this month- empties from Butler and Acker,Merrall & Condit-which has made it impossible to meet the pay roll this week but I will endeavor to get along until Mr.Oglesby and Mr.Griffith have an opportunity to get together on this matter.

Yours very truly

Alfred D. Roll

NATURAL SPRING WATER
SPARKLING TABLE WATER
GINGER ALE, ETC.

ESTABLISHED OVER 20 YEARS

POST OFFICE ADDRESS AND
TELEPHONE CONNECTION
NYACK, N. Y.

CASCADIAN SPRING WATER COMPANY

INCORPORATED

GRAND VIEW, ROCKLAND COUNTY, N. Y.

Accounts Payable;

American Bottle Brush Co.	20.40	
" Carbonate Co.,	37.50	
Chelsea Fireproof Warehoses,	99.61	
Crown Cork & Seal Co.,	46.52	
Christie Carriage Co.,	259.25	
DeLisser & Co.,	13.00	
Ethlas Press,	35.85	
Foot & Jenks,	13.00	
International Filter Co.,	4.38	
Jacob House & Sons,	9.66	
Wm.Locke,	21.05	
Kessler,	16.21	
John Matthews,	43.02	
Manhattan Box Co.,	40.00	
E.McElroy,	86.63 *	
Novelty Wire Works,	113.75	
Nyack Express Co.,	131.75	
J.M.Rooney,	148.18 *	
Total.		1136.76

Differences in balances due James Butler and Acker,Merrall & Condit Co.on acc.of bottle refund;

Feb.1-1914 Amount due the above	159.98	
" 1-1915 " " " "	336.09	
Increase,		176.11

Insurance Premiums due,to run 1 year from date given below,

Workmen's Compensation, from Oct.24-1914	87.74	
Fire Insurance, from Nov.20th,1914,	263.18	
		350.92
Back Taxes due,		424.77
Total;		$2088.56

A.L.Griffith Accounts;

Personal Acct. money drawn &c.	940.75
Bal.of mdse.acct. goods shiped to him at New York and for which no returns were received,	368.20
	$1308.95

WALTER N. SELIGSBERG
CLARENCE M. LEWIS

GEORGE TROSK

DOWN TOWN
SELIGSBERG & LEWIS
55 LIBERTY STREET
NEW YORK

LAW OFFICE OF
WALTER N. SELIGSBERG
[redacted]
NEW YORK
1459 BROADWAY

25th February 1916

Albert H. T. Banzhaf Esq.
2 Rector Street
New York City

My dear Banzhaf:

I notice that you have not prepared an income tax report for the Wark Producing Corporation, or at least, that it was not submitted here. Are you looking out for this? The company was organized in December and must file a report even though no tax be assessable.

Yours truly

WNS.FL

W. Seligsberg

J. HAMPDEN DOUGHERTY
J. HAMPDEN DOUGHERTY, JR.

CABLE ADDRESS, JAPHET

LAW OFFICES OF
J. HAMPDEN DOUGHERTY.
27 WILLIAM STREET,

NEW YORK, Feby. 26, 1916.

Albert H. T. Banzhaf, Esq.,

2 Rector Street, New York City.

Dear Mr. Banzhaf:

If I recall correctly I omitted to hand you the Wark agreements the other day. I therefore now send you two copies of the agreement, one to be signed by your brother, the other by Mr. Griffith.

Very truly yours,

JHDJr/M

J. Hampden Dougherty Jr.

Enclosure.

February 29th 1916

Mr. Charles S. Claussen,

120 Broadway,

New York City.

Dear Sir:

Will you and Mr. Stackpole sign the within agreement where I have affixed your signatures. This is made so that the certificates of indebtedness may be assigned, if desired, and mail the same to J. Hampton Dougherty, 1159 Broadway.

Also acknowledge receipt of these certificates of indebtedness and the certificates of stock heretofore delivered to you.

Very truly yours,

AHTB/R

Enc.

A

Copy

EPOCH PRODUCING CORPORATION

Report and Accounts

February 29, 1916.

CHRISTIAN DJÖRUP
CERTIFIED PUBLIC ACCOUNTANT
25 BROAD STREET, NEW YORK

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Profit and Loss Statements for the Period ended February 29, 1916:	
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Company "B"	"D"
Company "C"	"E"
Company "D"	"F"
Company "E"	"G"
Company "F"	"H"
Company "G"	"I"
Company "H"	"J"
Company "I"	"K"
Company "J"	"L"
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Report

CABLE ADDRESS "DJÖRUP"
CODES-WESTERN UNION-A B C 5TH EDITION

CHRISTIAN DJÖRUP
CERTIFIED PUBLIC ACCOUNTANT

TEL. 5249 BROAD

NEW YORK
[redacted] BROAD STREET
50

March 28, 1916.

Albert H. T. Banzhaf, Esq.,

Treasurer, Epoch Producing Corporation,

2 Rector Street, New York.

Dear Sir:-

I have made an examination of the books and accounts of the Epoch Producing Corporation for the period ended February 29, 1916, and now submit my report thereon with the Exhibits and Schedules as enumerated in the index prefixed hereto.

Company Receipts not Deposited. The reports from the managers of the traveling companies for the week ended February 26 did not reach the New York office until March 1, and were entered in the books as of that date. Therefore, an adjustment was made transferring them to the period under review. This amount is shown in the Balance Sheet as $43,278.23.

Income - Companies "A" to "L" inclusive. The statement of receipts for the week ending March 4 included the receipts for the three days, February 27th, 28th and 29th. These statements have been entered on the books in March and the amount on the Balance Sheet of $10,317.18 is the total thereof, which I have included in the period to February 29.

Income from Sale of State Rights. The reports of the business done by companies operating through purchase of State and City rights were not rendered until after March 1st. These reports included earnings made to February 29, 1916 upon which there was a percentage due to the Epoch

Producing Corporation. This amount has been calculated to be $9,390.11, and is included among the undeposited receipts on the Balance Sheet, and is also taken into consideration in the adjustment of income.

Accrued Liabilities, $41,524.17. These are:

Thomas Dixon, in respect of Uncollected Earnings	$ 16,609.67
D. W. Griffith, in respect of Uncollected Earnings	24,914.50
Total	$ 41,524.17

This amount is the accrual of royalties from the income of the traveling companies for the week ended February 26th, and for the three days, February 27th, 28th and 29th, together with the income from State rights sold, the reports of which were not received until after March 1st. These reports of net income were entered on the books in March and the royalties owing thereon will be paid upon the rendering of the March royalty report. This is shown in Exhibit "Q".

As shown in Exhibit "P" there was a clerical error of $1,563.19 in calculating the January royalty. This amount will be adjusted in the payment of the March royalty.

The profit for the period amounts to $593,743.68 as shown by the Balance Sheet and the Profit & Loss Statement. This amount, however, does not appear upon the royalty statements as the profits calculated for royalty are based upon the royalty contracts.

If there is any further information you may desire I shall be pleased to furnish it.

Respectfully submitted,

Christian Djöup

Certified Public Accountant.

Statements

Exhibit "A"

EPOCH PRODUCING CORPORATION

Balance Sheet

As at February 29, 1916.

Assets

Current Assets:			
Cash in Central Trust Company			$ 4,717.01
Company Receipts not Deposited:			
Company "A"		$ 2,596.00	
" "B"		6,280.55	
" "C"		1,998.91	
" "D"		3,629.64	
" "E"		2,696.14	
" "F"		5,555.78	
" "G"		2,482.43	
" "H"		3,076.96	
" "I"		3,753.38	
" "J"		4,676.93	
" "K"		2,741.41	
" "L"		3,790.10	
			43,278.23
Accounts Receivable, as per Schedule "1"			40,036.20
Total Current Assets			88,031.44
Working Assets:			
Cost of Production		108,475.74	
Cost of Production Supplies	$ 86,910.59		
Less Reserve for Depreciation	8,691.06	78,219.53	
Total Working Assets			186,695.27
Accrued Assets:			
Income - Companies "A" to "L", inclusive		10,317.18	
Income from Sale of State Rights:			
New England		1,106.95	
Wisconsin		1,630.38	
Western		6,652.78	
Total Accrued Assets			19,707.29
Prepaid Assets:			
Unexpired Insurance			2,053.72
			$ 296,487.72

Liabilities

Current Liabilities:		
Accounts Payable, General - Schedule "2"		$ 459.42
Thomas Dixon Royalty Account		2,792.18
D. W. Griffith Royalty Account		4,188.27
Total Current Liabilities		7,439.87
Accrued Liabilities:		
Thomas Dixon, in respect of Uncollected Earnings	$ 16,609.67	
D. W. Griffith, in respect of Uncollected Earnings	24,914.50	
Total Accrued Liabilities		41,524.17
Capital Stock:		
Authorized:		
1,250 Shares of a par value of $100.00 each	$ 125,000.00	
Issued:		
1,100 Shares of a par value of $100.00 each		110,000.00
Surplus:		
As at March 13, 1915	280.00	
Profit, as per Profit and Loss Statement	593,743.68	
	594,023.68	
Less Dividends Paid from May 1, 1915 to February 25, 1916	456,500.00	
Surplus as at February 29, 1916		137,523.68
Total Capital and Surplus	$ 247,523.68	
		$ 296,487.72

Exhibit "B"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement

For the Period ended February 29, 1916.

	Gross Receipts	Expenses	Net Earnings
Company "A", see Exhibit "C"	$ 427,936.52	285,457.47	142,479.05
" "B" " "D"	333,475.15	165,172.88	168,302.27
" "C" " "E"	401,509.01	278,286.23	123,222.78
" "D" " "F"	149,923.44	62,632.66	87,290.78
" "E" " "G"	128,770.23	53,158.25	75,611.98
" "F" " "H"	150,667.53	65,514.97	85,152.56
" "G" " "I"	131,751.32	56,912.84	74,838.48
" "H" " "J"	161,404.91	52,059.03	109,345.88
" "I" " "K"	111,143.55	34,538.63	76,604.92
" "J" " "L"	93,823.13	29,841.40	63,981.73
" "K" " "M"	87,580.36	31,497.16	56,083.20
" "L" " "N"	48,900.27	16,562.16	32,338.11
	$ 2,226,885.42	1,131,633.68	
Total Net Earnings from Exhibiting Companies			1,095,251.74
General Expenses:			
Salaries		39,696.50	
Rent		2,487.89	
Postage, Telegraph and Telephone		2,260.67	
Furniture and Fixtures		1,496.35	
Supplies		3,608.49	
Censorship		2,686.29	
Traveling		6,340.38	
Advertising		1,554.98	
Insurance		4,287.85	
Legal		68,367.29	
Sundries		4,728.17	
Total General Expenses			137,514.86
Net Operating Profit			957,736.88
Other Income:			
Sale of City and State Rights, see Exhibit "O"		275,740.85	
Interest and Discount		83.10	
Royalty on Music		144.84	
Total Other Income			275,968.79
Total Income, Carried Forward			$ 1,233,705.67

EPOCH PRODUCING CORPORATION

Profit and Loss Statement, Cont.

Total Income, Brought Forward		$ 1,233,705.67
Deduct:		
Royalty	$ 625,627.16	
Production Supplies	5,643.77	
Reserve for Depreciation - Production Supplies	8,691.06	
Total Deductions		639,961.99
Net Profit for the Period		$ 593,743.68

Exhibit "C"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "A"

For the Period ended February 29, 1916.

Gross Receipts		$ 427,936.52
Expenses:		
Salaries:		
Staff	$ 44,015.10	
Orchestra	38,325.75	
Supers	2,393.38	
Properties	3,122.94	
Supplies	4,857.99	
Rent	72,309.00	
Light	4,264.90	
Detective Bureau	3,509.30	
Advertising:		
Salaries	6,594.92	
Papers	75,164.32	
Supplies	6,513.95	
Billboards	23,089.12	
Traveling	318.40	
Sundries	703.00	
Manager's Expense	128.79	
Expressage and Transfer	146.61	
Total Expenses		285,457.47
Net Earnings		$ 142,479.05

Exhibit "D"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "B"

For the Period ended February 29, 1916.

Gross Receipts		$ 333,475.15
Expenses:		
Salaries:		
Staff	$ 45,270.61	
Orchestra	16,416.50	
Supers	2,554.91	
Properties	950.16	
Supplies	4,982.42	
Rent	29,500.00	
Light	1,154.51	
Detectives	3,144.84	
Advertising:		
Salaries	2,487.76	
Papers	34,787.70	
Supplies	8,653.83	
Billboards	8,012.71	
Traveling	3,945.74	
Sundry	1,304.76	
Manager's Expense	1,092.70	
Express and Transfer	913.73	
Total Expenses		165,172.88
Net Earnings		$ 168,302.27

Exhibit "E"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "C"

For the Period ended February 29, 1916.

Gross Receipts		$ 401,509.01
Expenses:		
Salaries:		
Staff	$ 40,164.99	
Orchestra	37,863.28	
Supers	4,204.42	
Properties	340.05	
Supplies	14,311.17	
Rent	84,325.51	
Light	2,721.45	
Detective Bureau	3,633.90	
Advertising:		
Salaries	4,072.70	
Papers	59,133.38	
Supplies	6,626.96	
Billboards	17,074.82	
Traveling	2,112.46	
Sundry	425.12	
Manager's Expense	996.31	
Express and Transfer	279.71	
Total Expenses		278,286.23
Net Earnings		$ 123,222.78

Exhibit "F"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "D"

For the Period ended February 29, 1916.

Gross Receipts		$ 149,923.44
Expenses:		
Salaries:		
Staff	$ 22,220.97	
Orchestra	6,706.05	
Supers	2,594.98	
Properties	332.17	
Supplies	652.62	
Advertising:		
Salaries	495.22	
Newspapers	13,473.46	
Supplies	5,576.68	
Billboards	6,552.67	
Traveling	2,432.75	
Sundries	18.00	
Manager's Expense	986.84	
Expressage and Transfer	590.25	
Total Expenses		62,632.66
Net Earnings		$ 87,290.78

Exhibit "G"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "E"

For the Period ended February 29, 1916.

Gross Receipts		$ 128,770.23
Expenses:		
Salaries:		
Staff	$ 24,576.06	
Orchestra	3,972.93	
Supers	1,600.00	
Properties	273.00	
Supplies	729.10	
Advertising:		
Salaries	177.81	
Papers	10,483.94	
Supplies	3,843.18	
Billboards	1,743.38	
Traveling	3,491.41	
Manager's Expense	1,436.31	
Express and Transfer	831.13	
Total Expenses		53,158.25
Net Earnings		$ 75,611.98

Exhibit "H"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "F"

For the Period ended February 29, 1916.

Gross Receipts		$ 150,667.53
Expenses:		
Salaries:		
Staff	$ 28,862.69	
Orchestra	952.60	
Supers	1,617.83	
Supplies	544.89	
Detectives	2,915.45	
Advertising:		
Salaries	20.93	
Papers	18,515.88	
Supplies	4,272.52	
Billboards	4,824.29	
Traveling	1,253.65	
Manager's Expense	1,208.17	
Expressage and Transfer	526.07	
Total Expenses		65,514.97
Net Earnings		$ 85,152.56

Exhibit "I"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "G"

For the Period ended February 29, 1916.

Gross Receipts		$ 131,751.32
Expenses:		
Salaries:		
Staff and Orchestra	$ 28,535.03	
Supers	972.25	
Supplies	701.91	
Rent	300.00	
Sundries	8.20	
Advertising:		
Salaries	215.76	
Papers	13,589.29	
Supplies	5,195.13	
Billboards	1,380.07	
Traveling	3,638.81	
Manager's Expense	1,374.95	
Expressage and Transfer	1,001.44	
Total Expenses		56,912.84
Net Earnings		$ 74,838.48

Exhibit "J"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "H"

For the Period ended February 29, 1916.

Gross Receipts		$ 161,404.91
Expenses:		
Salaries:		
Staff	$ 19,527.82	
Orchestra	7,840.90	
Supers	1,396.00	
Supplies	394.74	
Detectives	534.00	
Advertising:		
Salaries	527.36	
Papers	13,171.16	
Supplies	4,218.35	
Billboards	2,604.73	
Traveling	761.72	
Manager's Expenses	765.06	
Express and Transfer	317.19	
Total Expenses		52,059.03
Net Earnings		$ 109,345.88

Exhibit "K"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "I"

For the Period ended February 29, 1916.

Gross Receipts		$ 111,143.55
Expenses:		
Salaries:		
Staff and Orchestra	20,195.45	
Supers	1,033.00	
Supplies	204.51	
Advertising:		
Papers	5,425.92	
Supplies	3,720.28	
Billboards	39.22	
Traveling	2,417.63	
Manager's Expenses	772.83	
Express and Transfer	729.79	
Total Expenses		34,538.63
Net Earnings		$ 76,604.92

Exhibit "L"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "J"

For the Period ended February 29, 1916.

Gross Receipts		$ 93,823.13
Expenses:		
Salaries:		
Staff and Orchestra	$ 17,678.48	
Supers	790.55	
Supplies	140.51	
Advertising:		
Papers	6,063.09	
Supplies	3,150.68	
Billboards	471.51	
Traveling	700.06	
Manager's Expenses	337.92	
Express and Transfer	508.60	
Total Expenses		29,841.40
Net Earnings		$ 63,981.73

Exhibit "M"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "K"

For the Period ended February 29, 1916.

Gross Receipts		$ 87,580.36
Expenses:		
Salaries:		
Staff and Orchestra	$ 17,347.69	
Supers	910.86	
Supplies	316.26	
Advertising:		
Papers	7,230.89	
Supplies	2,578.71	
Billboards	1,468.04	
Traveling	815.17	
Manager's Expenses	435.57	
Express and Transfer	343.97	
Total Expenses		31,497.16
Net Earnings		$ 56,083.20

Exhibit "N"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "L"

For the Period ended February 29, 1916.

Gross Receipts		$ 48,900.27
Expenses:		
Salaries:		
Staff and Orchestra	10,211.05	
Supers	329.50	
Supplies	215.49	
Advertising:		
Papers	2,468.79	
Supplies	1,583.34	
Billboards	456.63	
Traveling	589.49	
Manager's Expenses	238.78	
Express and Transfer	356.59	
Sundries	112.50	
Total Expenses		16,562.16
Net Earnings		$ 32,338.11

Exhibit "O"

EPOCH PRODUCING CORPORATION

Sale of City and State Rights

February 29, 1916.

Location	Income from Sale	Income from Percentage of Operations	Total
California	$ 20,000.00	-	20,000.00
Canada	40,000.00	2,547.30	42,547.30
New England	50,000.00	13,664.76	63,664.76
Portland, Oregon	5,500.00	-	5,500.00
Spokane and Seattle, Wash.	11,000.00	-	11,000.00
Western	100,000.00	6,652.78	106,652.78
Wisconsin	11,000.00	15,376.01	26,376.01
	$ 237,500.00	38,240.85	275,740.85

Exhibit "P"

EPOCH PRODUCING CORPORATION

Royalties Paid and Accrued

For the Period ended February 29, 1916.

		Adjusted Figures		Unadjusted Figures on Cash Basis	
Income from Exhibiting Companies		$ 2,226,885.42			2,128,639.23
Expenses of Exhibiting Companies		1,131,633.68			1,086,982.90
Total Net Earnings from Exhibiting Companies		1,095,251.74			1,041,656.33
Other Income:					
Sale of City and State Rights	$ 275,740.85		266,350.74		
Interest and Discount	83.10		83.10		
Royalty on Music	144.84		144.84		
Total Other Income		275,968.79			266,578.68
Total Income		1,371,220.53			1,308,235.01
Expenses:					
General Expenses	137,514.86		139,558.84		
Preliminary Expenses:					
Australian Company No.1	9,301.35		9,301.35		
English Company No.1	15,461.50		15,236.50		
South American Company No.1	5,385.00		5,385.00		
		167,662.71			169,481.69
Gross Profit		1,203,557.82			1,138,753.32
Capital Invested:					
Cost of Production	110,000.00		110,000.00		
Cost of Production Supplies	92,554.36		92,625.33		
		202,554.36			202,625.33
Net Profit available for Royalty and Dividends		1,001,003.46			936,127.99
Error in January Royalty Statement					1,563.19 (*)
					934,564.80
Profit available for Dividends - 37½%		375,376.30			350,461.81
Net Amount of Royalty		$ 625,627.16			584,102.99
Appropriation of Royalties (see Exhibit "Q"):					
25% of Net Profits to Thomas Dixon	250,250.86		233,641.19		
37½% of Net Profits to D. W. Griffith	375,376.30		350,461.80		
		$ 625,627.16			$ 584,102.99

Note: (*) This difference is an amount of expenses for Company "F" for the week ending December 25, 1915, included on Royalty statement twice. Once on the statement for the year ended December 31, 1915 and once on the January 1916 statement. This makes the Net Profit reported $1,563.19 less than the actual profits, therefore, the Royalties should be greater by 62½% of this amount.

Exhibit "Q"

EPOCH PRODUCING CORPORATION

Distribution of Royalties and Profits

For the Period ended February 29, 1916.

	(25%) Thomas Dixon	(37½%) D. W. Griffith	(37½%) Profit and Loss	Total
Distribution based on Actual Earnings:				
Earned	$ 250,250.86	375,376.30	375,376.30	1,001,003.46
Paid	233,641.19	350,461.80	350,461.81	934,564.80
Earned, not Collected	$ 16,609.67	24,914.50	24,914.49	66,438.66
Distribution based on Collections in accordance with Royalty Contracts:				
Earned	234,032.00	351,048.00	351,047.99	936,127.99
Paid	233,641.19	350,461.80	350,461.81	934,564.80
Difference, as per Exhibit "P" (Note)	$ 390.81	586.20	586.18	1,563.19

Schedule "1"

EPOCH PRODUCING CORPORATION

Accounts Receivable

As at February 29, 1916.

Account	Amount
W. N. Seligsberg	$ 250.00
Triangle Film Corporation	3,366.51
Western Import Company	5,976.19
Income Tax:	
Geo. Bowles	35.00
Theo, Mitchell	40.00
D. W. Griffith	44.00
Roy Aitken	44.00
A. H. T. Banzhaf	32.15
J. J. McCarthy	100.50
Australian Company No.1	9,301.35
English Company No.1	15,461.50
South American Company No.1	5,385.00
Total	$ 40,036.20

Schedule "2"

EPOCH PRODUCING CORPORATION

Accounts Payable

As at February 29, 1916.

Account	Amount
Majestic Motion Picture Co.	$ 105.40
Western Union Telegraph Co.	238.01
Sibley Pitman Electric Co.	20.80
Universal Electric Stage Lighting Co.	2.88
Department of Public Works, Chicago	18.38
Sharlow Bros. Co.	9.45
Kelly Express Co.	24.00
William Bal Co.	15.50
J. A. Gouldrup	25.00
Total	$ 459.42

Schedule "3"

EPOCH PRODUCING CORPORATION

Comparative Statement of Gross Receipts

For the Period ended February 29,1916.

	1915										1916		
Company	March	April	May	June	July	August	September	October	November	December	January	February	Total
"A"	$ 45,476.25	53,978.85	40,727.00	40,340.50	32,508.82	41,198.10	36,611.40	38,498.25	48,952.35	17,858.15	11,184.23	20,602.62	427,936.52
"B"	-	29,159.25	44,257.59	35,594.00	26,438.00	42,274.00	21,899.53	18,614.55	27,804.92	28,977.89	24,173.72	34,281.60	333,475.15
"C"	-	-	-	32,511.00	57,320.75	53,776.77	56,888.48	48,237.50	47,121.26	27,764.99	47,443.12	30,445.14	401,509.01
"D"	-	-	-	-	15,632.26	23,566.33	12,561.90	1,464.60	17,697.14	17,682.76	27,033.64	34,284.81	149,923.44
"E"	-	-	-	-	-	15,081.67	2,454.00	23,194.95	14,192.92	19,711.54	25,112.47	29,022.68	128,770.23
"F"	-	-	-	-	-	6,613.06	31,750.01	30,208.43	24,291.23	7,018.60	25,505.96	25,280.24	150,667.53
"G"	-	-	-	-	-	-	26,009.61	16,465.04	23,056.69	23,290.58	22,113.84	20,815.56	131,751.32
"H"	-	-	-	-	-	-	26,367.11	32,924.48	20,575.69	18,878.39	31,095.74	31,563.50	161,404.91
"I"	-	-	-	-	-	-	-	-	25,140.16	24,443.49	25,152.79	36,407.11	111,143.55
"J"	-	-	-	-	-	-	-	-	12,308.94	23,086.36	28,362.43	30,065.40	93,823.13
"K"	-	-	-	-	-	-	-	-	13,855.25	13,797.35	33,752.86	26,174.90	87,580.36
"L"	-	-	-	-	-	-	-	-	-	-	18,727.89	30,172.38	48,900.27
Total	$ 45,476.25	83,138.10	84,984.59	108,445.50	131,899.83	182,509.93	214,542.14	209,607.80	274,996.55	222,510.10	319,658.69	349,115.94	2,226,885.42

A

TREASURER'S STATEMENT FOR FEBRUARY 1916.

EXPENSE:		INCOME:	
General:	11772.97	"A"	15076.42
"A"	5242.82	B	24203.85
B	5271.83	C	24815.61
C	6417.27	D	26170.26
D	6773.02	E	22786.70
E	5742.16	F	16943.86
F	6295.99	G	14954.26
G	6451.06	H	24200.45
H	5024.45	I	29232.11
I	5673.17	J	21670.37
J	5504.31	K	20123.84
K	5564.81	L	22361.29
L	5546.72		
		RIGHTS:	
Production Supplies	5455.06	New England	2245.89
		Wisconsin	907.91
Australian Co.#1	3006.35	Royalty on Music	130.40
English Co.#1	14577.50	Income from all Sources	265823.22
So.American Co.#1	335.00		
Total Expense	104654.49	Less Total Expense	104654.49
		Net Earnings February 1916	$161168.73

To be divided:

25% Thomas Dixon	40,292.18
37½% D.W.Griffith	60,438.27
37½% Stockholders	60,438.28
	$161,168.73

Returns from the companies for the week ending February 26th 1916 were not in on the last day of February and are therefore not included in this report.

Copy of Invoice.

London, March 13th, 1916.

David W. Griffith Corporation,

Bought of UNIVERSAL MANUFACTURING CO.

I Print of Avenging Conscience, 5723 feet @ 2d. £47-13-10

Note by Western Import Co.

"For E-L-K Film Co."

Copy of Invoice.

London, March 13th, 1916.

David W. Griffith Corporation,

Bought of UNIVERSAL MANUFACTURING CO.

1 Print of Avenging Conscience, 5723 feet @ 2d. £47-13-10

Note by Western Import Co.

"For McCarthy & McSween."

TO BE FILLED IN BY INTERNAL REVENUE BUREAU.

Audited by .....

Form 1031.
(Revised September, 1915.)

INCOME TAX.

THE PENALTY

FOR FAILURE TO HAVE THIS RETURN IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE WITHIN THE TIME REQUIRED BY LAW IS NOT MORE THAN $10,000 AND THE ASSESSMENT IS INCREASED FIFTY PER CENT.

RETURN OF ANNUAL NET INCOME.

(Section 2, Act of October 3, 1913.)

TO BE FILLED IN BY COLLECTOR.

Collection District .....

Assessment List 23-A ....., *191*
(Month.)

Page ..... *Line* .....

IMPORTANT.

Read this form and all instructions carefully and fill in supplementary statement before making entries in return proper. Totals in supplementary statement must agree with totals in return.

CORPORATIONS.

(OTHER THAN INSURANCE COMPANIES.)

Above space to be stamped by Collector, showing district and date filed.

RETURN OF NET INCOME for the {Calendar / *Fiscal} year ended Dec. 31, **, 1915**

by David W. Griffith Corporation, Motion Picture
(Name of corporation, joint-stock company, or association.) (Kind of business.)

and located at 1472 Broadway, New York City, New York
(Street and number.) (City or town.) (State.)

(The address given must be that of the principal place of business of the corporation.)

If no figures are to be extended opposite any item in the return, the word "None" should be inserted.

1. Total amount of paid-up capital stock outstanding at the close of the year or, if no capital stock, the capital employed in the business	$	10	000	-
2. Total amount of bonded and other interest-bearing indebtedness outstanding at close of year, exclusive of indebtedness wholly secured by collateral, the subject of sale in ordinary business of the corporation	$		None	

3. GROSS INCOME:	Dollars.			Cts.	DEDUCTIONS.	Dollars.			Cts.
(a) From operations	$		None		4. (a) Expenses, general	$	1	285	39
(b) From rentals		4	913	76	(b) Payments in lieu of rent		None		
(c) From interest			22	12	5. (a) Losses sustained		None		
(d) From dividends received			None		(b) Depreciation		None		
(Ptg) (e) From other sources			618	01	(c) Depletion (natural deposits)		None		
Total gross income	$	5	553	89	6. (a) Interest paid (see Note 6a)		None		
Total deductions		1	285	39	(b) Interest paid by banks on deposits		None		
8. Net income	$	4	268	50	7. (a) Taxes, domestic paid		None		
9. Tax assessable	$				(b) Taxes, foreign paid		None		
10.	$				Total deductions	$	1	285	39
Total	$								

We, H. E. Aitken Vice-President, and Albert H. T. Banzhaf, Treasurer, of the above-named company, whose return of net income is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in the supplementary statement and in any additional list or lists attached to or accompanying this return are, to his best knowledge and belief and from such information as he has been able to obtain, true and correct in each and every particular.

Sworn to and subscribed before me this 28th day of March, 191 6

Seal of officer taking affidavit.

FLORENCE LIPNICK
NOTARY PUBLIC, NEW YORK COUNTY, CLERK'S No. 345
NEW YORK COUNTY REGISTER'S No. 7229
MY COMMISSION EXPIRES MARCH 30, 1917
(Official capacity.)

H.E. Aitken
Vice-*President.*

Albert H. T. Banzhaf
Treasurer.

GENERAL INSTRUCTIONS.

Time of filing returns.—Returns made on the basis of a calendar year must be filed on or before March 1 with the Collector of Internal Revenue of the district in which is located the principal place of business of the corporation; if made on the basis of a FISCAL YEAR* they must be filed within 60 days after the close of such year.

***Fiscal year.**—Corporations desiring to make returns of annual net income on the basis of a fiscal year other than the calendar year, must, not less than 30 days prior to March 1, file with the collector a notice in writing designating the last day of some month as the close of such fiscal year. A return for that portion of the calendar year preceding the first full fiscal year thus established must be filed on or before March 1 of the next calendar year, and the return for the fiscal year (12 months) must be filed on or before the last day of the 60-day period next following the closing date of the fiscal year.

Extension of time.—In the case of neglect to file the return within the prescribed time, the collector is authorized to grant an extension of the filing period not exceeding 30 days, provided such neglect was due to absence or sickness of an officer required to sign the return, and provided an application in writing is made prior to the expiration of the period for which extension may be granted.

Signatures and verification.—Returns must be signed and verified by two officers of the corporation, that is, by the president, vice president, or other principal officer, and the treasurer or other financial officer, and must be sworn to before an officer authorized to administer oaths and the seal of the attesting officer, if he is required to have a seal, must be impressed on the return in the space provided for that purpose.

Subsidiary companies.—The corporation making this return should attach hereto a list of all its subsidiary companies, if any, with the location of the principal place of business of each. Each subsidiary company must make a separate and distinct return.

Foreign corporations.—Foreign corporations subject to the law are required to make returns to the collector of the district in which the principal place of business in the United States is located. The gross income to be returned is that received from business transacted and capital invested in the United States. The deductions allowable are those losses and disbursements incident and necessary to the transaction of the business in this country, all as specifically set out in the act. Foreign taxes are not deductible from the gross income arising and accruing to a foreign corporation from business done or capital invested in the United States.

Penalties.—Corporations refusing or neglecting to file returns within the time prescribed by law or rendering false or fraudulent returns shall be liable to a penalty of not exceeding $10,000, and an additional tax of 50 per cent in case of neglect to file the return within the time prescribed by law, and 100 per cent in the case of a false or fraudulent return shall be added to the assessment.

Any officer of any corporation required by law to make, render, sign, or verify any return, who makes any false or fraudulent return or statement with intent to defeat or evade the assessment required to be made shall be guilty of a misdemeanor, and shall be fined not exceeding $2,000 or be imprisoned not exceeding one year, or both, at the discretion of the court, with the costs of prosecution.

SUPPLEMENTARY STATEMENT.

The following information must be furnished by every corporation, joint-stock company, or association, without which the return will not be accepted as complete. The items herein relate to the items listed above and bear corresponding numbers, and the totals must agree with the totals set out in the above return.

1. PAID-UP CAPITAL STOCK:

Unissued or treasury stock should not be included in this item, but only such stock as has been actually issued and is outstanding at the close of the year and for which payment has been received. Where the stock issued is payable in installments or assessments, only so much of it as has been actually paid in upon such installments or assessments should be reported.

In case no stock is issued there should be reported the amount of capital actually employed in the business and property of the corporation at the close of the year.

(a) Paid-up "common stock"	$	10	000	-
(b) Paid-up "preferred stock"		None		
Total paid-up stock	$	10	000	-
or (c) Capital employed in business	$			

2. INDEBTEDNESS:

All interest-bearing indebtedness, for the payment of which the corporation or its property is bound, should be reported below. In the case of banking corporations and like financial institutions deposits should not be reported as indebtedness. Indebtedness wholly secured by collateral, the subject of sale in the ordinary business of the corporation, should be reported here, but such indebtedness must not be entered under Item 2 above nor be considered in determining the amount of interest deductible under Item 6 (a).

Character of obligation.	Rate of interest.	Principal.			
		$	None		
Total indebtedness		$	None		

o2—7349

(OVER.)

3. GROSS INCOME:

All manufacturing, mercantile, and other corporations which determine their annual gain or loss by inventory are required to state the same in the form indicated below. If the annual income or loss is determined otherwise, the methods employed must be stated in the space provided.

The profit or income to be returned in the event of the sale of capital assets should be determined upon the basis of the difference between the cost and selling price of such assets. If the assets were acquired prior to January 1, 1909, the profit resulting from their sale may be prorated, in which case the amount apportioned to the years subsequent to January 1, 1909, will be included as income of the year in which sold.

(a) FROM OPERATIONS:

Per inventory—

Sales during year	$ None	
Stock on hand at close of year		
Total		$ None
Purchases during year	$ None	
Stock on hand at beginning of year		
Total		$ None
Total gain or loss [3 (a), first page]		$ None

In the case of manufacturing corporations "Purchases during the year" will include so much of the cost of goods, finished or unfinished, sold or unsold, as has not been separately deducted under any item of the return.

Overhead charges should not be included in inventory (see Item 4).

(If inventory shows loss, make entry in red ink or strike out gain.)

If inventory is not used, state below method of determining gain or loss from operations:

Difference between receipts from rentals of pictures and expense of conducting business

(b) FROM RENTALS:

Rentals to be reported as income will include all payments received in cash or its equivalent as rent on buildings or other property owned by the corporation making the return, as well as all royalties received.

(c) FROM INTEREST:

Interest to be reported as income includes all interest received on bonds or securities owned by the corporation with the exception of interest on obligations of a State or political subdivision thereof or interest upon the obligations of the United States or its possessions, which latter interest for the purpose of information should be extended below:

U. S., STATE, AND OTHER OBLIGATIONS.

Name of obligation.	Amount of principal.	Rate.	Amount of interest received.
	$ None		$ None
Total	$ None		$ None

(d) FROM DIVIDENDS RECEIVED:

Dividends received upon the stock of other corporations must be included in the gross income of the corporation receiving the same and are not deductible from gross income in ascertaining the net income upon which the tax is computed.

(e) FROM OTHER SOURCES:

All other sources from which income has been received, and the amount thereof, should be itemized below:

	$ None
Total	$ None

DEDUCTIONS.

4. EXPENSES, GENERAL:

The items below should only include the ordinary and necessary expenses paid within the year in the maintenance and operation of the business and properties of the corporation, not including interest payments (which are to be reported under Item 6 (a)), except interest paid on indebtedness wholly secured by collateral the subject of sale in the ordinary business of the corporation, which interest may be reported under this item as an expense.

All expenses for material, labor, fuel, and other items entering into the cost of the goods produced, sold, or inventoried are deductible under this head as expense, provided such items have not been considered in determining the income derived from operations under Item 3 (a), Inventory.

Expenditures for incidental repairs which do not add to the value of the property are deductible as expenses, but expenditures for additions and betterments which add to the value of the property are not deductible under this or any other item of the return. Expenditures for renewals and replacements are not, as such, deductible as expenses, but should be charged to depreciation reserve account.

Salaries of officers in order to constitute an allowable deduction must be reasonable compensation for the services rendered and must not be based upon the stock holdings nor comprehend any compensation for capital invested in the business.

Payments in lieu of rent should be reported separately under Item 4 (b).

(a) 1. Labor, wages, commissions, etc	$ None
2. Fuel, light, power, etc	None
3. Rentals (ordinary)	None
4. Repairs, ordinary and incidental	None
5. Interest on indebtedness wholly secured by collateral the subject of sale, etc	None
6. Salaries of officers	450 -
7. Other expenditures—Classify: Office sundries	835 39
	--
	--
Total expenses	$ 1 285 39

4. (a) 8. Names of officers and employees to whom salaries of $3,000 or more were paid during the year and amount paid to each. (If the space below is not adequate, a list marked "Item 4 (a)" containing this information should be attached to this form.)

Name.	Amount.
	$ None
Total	$ None

(b) PAYMENTS IN LIEU OF RENT:

This item should include all royalties, as well as interest paid in lieu of rent on mortgages secured by property which the corporation occupies but which it does not own and in which it has no equity. See Note 6 (a).

5. (a) LOSSES:

Losses deductible under this item must be distinguished from depreciation or allowances for wear and tear, exhaustion, or obsolescence of property. The losses must be absolute, complete, actually sustained during the year, and charged off on the books of the corporation, and if the loss results from the sale of assets acquired prior to January 1, 1909, such loss shall be prorated and the amount apportioned to the years subsequent to January 1, 1909, may be deducted under this item.

Losses compensated by insurance or otherwise are not deductible.

Kind of asset.	Original amount.	Date charged off.	Amount charged off.
	$ None		$ None
Total			$ None

When were the deducted losses ascertained to be such? ----------

How were they so ascertained? ----------

(b) DEPRECIATION:

The amount deductible on account of depreciation is an amount which fairly measures the deterioration during the year in the value of physical property by reason of use, wear and tear, and such amount should be determined upon the basis of the *cost* of the property and the probable number of years constituting its life. Stocks, bonds, and like securities are not subject to wear and tear within the meaning of the law, and any *shrinkage* in their value due to fluctuations in the market is not deductible either as depreciation or loss.

Depreciation computed on total invoice value of merchandise in stock is not an allowable deduction. However, the extent of shrinkage in value below invoice cost of certain articles of merchandise in stock, determined upon the individual articles affected, may be taken and should be reflected in the value of merchandise inventory shown in the supplementary statement 3 (a).

Kind of property.	Its cost.	Probable life after acquirement.	Amount of depreciation. This year.	Amount of depreciation. Previous years.
	$ None		$ None	$ None
Totals	$ None	None	$ None	$ None

If buildings, state kind of construction.

(c) Depletion applies to the wasting of natural deposits and contemplates a deduction to return to the corporation the cost of or capital invested in such deposits, provided such deduction must not exceed 5 per cent of the gross value at the mine (or well) of the output of the year.

"DEPLETION."

* Kind of property.	† Its cost.	Gross value at mine of output for year.	Amount of depletion. This year.	Amount of depletion. All years to date.
	$ None	$ None	$ None	$ None

* Coal, iron ore, copper, oil, or gas.

† Cost to include only initial purchase price plus all carrying charges not deducted from gross income for purpose of special excise and income tax.

6. (a) INTEREST DEDUCTIBLE:

The amount of interest which may be deducted under this item is the amount actually accrued (due and payable) and paid within the year on an amount of bonded or other indebtedness not in excess of the paid-up capital stock outstanding at the close of the year plus one-half of the interest-bearing indebtedness also then outstanding. Where there is no capital stock the amount of interest deductible is the amount actually paid on an amount of indebtedness not in excess, at any time during the year, of the capital employed in the business at the close of the year.

Interest paid on mortgage indebtedness, assumed or unassumed, on property to which the corporation has taken or is taking title, or in which it has an equity, or in the acquirement of which the mortgage was considered a part of the purchase price, should be reported under this item, as such indebtedness is held to be the debt of the corporation.

Interest paid in lieu of rent on mortgage indebtedness secured by property which the corporation occupies, but does not own, or have an equity in, should be reported under Item 4 (a). Such debt is the debt of the property and not of the corporation.

Interest paid on indebtedness wholly secured by collateral the subject of sale in the ordinary business of the corporation should be reported under Item 4 (b).

INTEREST PAYMENTS ACTUALLY MADE DURING YEAR.

All forms of indebtedness upon which interest was paid should be listed here.

Name or kind of obligation.	Amount of principal.	Rate of interest.	Amount of interest paid.
	$ None		$ None
Total	$ None		$ None

(b) INTEREST PAID ON DEPOSITS:

Interest paid on deposits is a proper deduction from gross income under this item in case of banks and banking institutions only.

7. (a) TAXES—FEDERAL AND STATE:

(b) TAXES—FOREIGN:

Taxes deductible under these items are such taxes *actually* paid within the year as are imposed by either the United States or any State or Territory thereof, or by the Government of any foreign country, not including taxes for local benefits, nor taxes paid by corporations pursuant to covenants guaranteeing their bonds to be tax free.

A reserve for taxes, as such, is not deductible.

Banks paying taxes assessed on the value of their capital stock outstanding and in the hands of their stockholders can not deduct the same. Such taxes are a liability of the stockholders, deductible from the dividends of such stockholders.

Where sufficient space is not provided for the entry of the information required in the "Supplementary statement," lists containing full information in the form indicated should be marked in accordance with the particular item and attached to this form.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

WALTER N. SELIGSBERG
CLARENCE M. LEWIS

GEORGE TROSK

DOWN TOWN
SELIGSBERG & LEWIS
55 LIBERTY STREET
NEW YORK

LAW OFFICE OF
WALTER N. SELIGSBERG
[redacted]
NEW YORK
1459 BROADWAY

28th March 1916

Albert H. T. Banzhaf Esq.
2 Rector Street
New York City

My dear Banzhaf:

Herewith, original income tax return for David W. Griffith Corporation, duly verified. When filing the same, please be sure to annex thereto the letter from the Collector of Internal Revenue granting the extension.

Yours truly

W. N. Seligsberg

WNS.FL

ENC.

Draft #2a
3-28-16

with the minutes of this meeting.

Upon motion unanimously adopted, it was

RESOLVED that the funds of this corporation, until further order, be deposited in its name with Central Trust Company, and that the same be subject to check made in the name of this corporation, signed by the treasurer or the assistant treasurer, and countersigned by the president or the vice-president, and further subject to check or draft made in the name of this corporation and signed and countersigned by any persons thereunto duly authorized, by a certificate in writing signed by the president or vice-president and the treasurer; further

RESOLVED that the president and the vice-president and the treasurer be and hereby are authorized to make such designations and to revoke the same.

Upon motion, the following officers were unanimously elected for the ensuing year:

President	Albert H. T. Banzhaf
Vice-President	_____
Treasurer	Al S. Roth
Secretary	C. E. Sterrett

No vice-president was elected.

The secretary presented a written proposal from Majestic Motion Picture Company, H. E. Aitken and D. W. Griffith, which was received and ordered filed with the minutes of this meeting.

Upon motion unanimously adopted, it was

RESOLVED that in the judgment of this Board of Directors the negative of the photoplay entitled "The Mother and The Law" and all

Draft #2a
3-28-16

the rights thereto are reasonably worth the sum of $380,000, being the indebtedness owing on account of the production thereof to date, plus the additional costs of production in the future, plus the sum of $200,000; that said property is necessary for the purposes of this corporation and that it is to the best interests of this corporation to accept the offer of Majestic Motion Picture Company, H. E. Aitken and D. W. Griffith, dated December 27, 1915; further

RESOLVED that said offer as set forth in said proposition be and hereby is approved and accepted, and that in accordance with the terms thereof, this corporation shall, as full payment for said property, issue and deliver 1500 shares of its capital stock to Majestic Motion Picture Company in such proportions as may be designated by it, and shall also assume the indebtedness specified in said offer, to wit, the sum of $179,714.07; and further

RESOLVED that the officers of this corporation be and hereby are authorized and directed to take all steps necessary for the acquisition of said property.

The chairman stated that it was proposed to borrow $300,000 for this corporation by the issuance of certificates of indebtedness in the form submitted to the meeting, as follows:

Draft #1a
3-28-16

by-laws be prefixed to the minutes of this meeting.

The secretary presented to the meeting a written proposal from Majestic Motion Picture Company, H. E. Aitken and D. W. Griffith, offering to sell and transfer to this company the negative and certain rights in connection with the photoplay "The Mother and the Law" owned by the persons making said offer.

Upon motion, unanimously adopted, it was

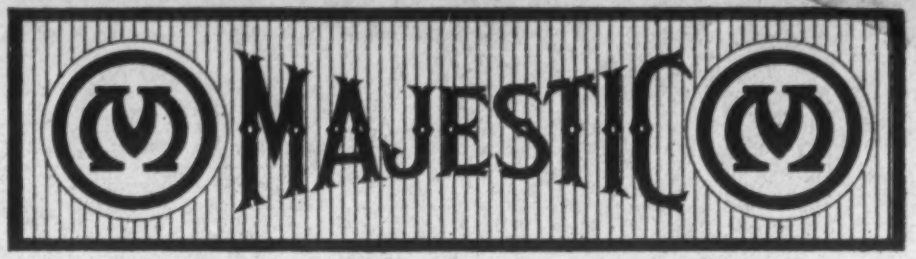
RESOLVED that said offer set forth in said proposition be and hereby is approved and it is recommended that the Board of Directors of this corporation accept said proposition and cause the issuance of 1500 shares of the capital stock of this corporation and the assumption of the indebtedness in connection with the production of said photoplay as full consideration and payment for the property so to be sold, assigned and transferred to this corporation.

There being no further business, the meeting adjourned.

W. Sturell
Chairman

D. E. Gribbon
Secretary

Studio
Los Angeles, Cal.



Release Date
Release No.
Exchange No.

Motion Picture Company

Sold to Wark Producing Corporation, [redacted], N. Y., 4/6/16 191

Bway & 42nd St. New York City. Terms,

Film	Posters	Subject	Length	Price	Amount	Total
		Overhead Charges for Period September 30th, 1915 to March 4th, 1916 for the production "MOTHER AND THE LAW"				11248.33

AGREEMENT made this 19th day of April 1916, between all the stockholders of the WARK PRODUCING CORPORATION, who shall become parties to this agreement by signing the same, hereinafter called the stockholders, parties of the first part, and DAVID W. GRIFFITH and ALBERT H. T. BANZHAF, hereinafter called the voting trustees, parties of the second part, and TITLE GUARANTEE & TRUST COMPANY, hereinafter called the depositary, party of the third part,

W I T N E S S E T H :

WHEREAS, the parties of the first part deem it to their interest to act together concerning the management of the Wark Producing Corporation, of which they are respectively stockholders, and to that end to unite the voting power held by them as such stockholders and to place the same in the hands of the voting trustees as hereinafter provided;

NOW, this agreement, made in consideration of the mutual covenants herein contained, WITNESSETH:

FIRST: Each party hereto of the first part holding shares of the capital stock of the Wark Producing Corporation to the number set opposite their respective names as hereunto respectively subscribed, hereby severally agrees to deposit the same and the certificates therefor with sufficient transfers thereof in favor of the persons

hereinbefore named as voting trustees with Title Guarantee & Trust Company of New York, and to receive in exchange therefore the certificates hereinafter referred to, which deposit shall continue for a period of five years from the date of this agreement, that is to say, until the 19th day of April 1921, and upon the making of such deposit the shares represented by the stock certificates so deposited shall be transferred upon the books of the said Wark Producing Corporation to the names of said voting trustees, who are hereby fully authorized and empowered to cause such transfers to be made, and also cause any further transfers of said shares to be made which may become necessary through the occurrence of any change of the voting trustees as hereinafter provided, and during the said period of five years the voting trustees shall possess and be entitled in their discretion to exercise all the rights and powers of every name and nature of absolute owners of said stock, including the right to vote in respect of any and all such shares deposited for any purpose, and to consent to any corporate act of said company, it being however understood that the holders of the trust certificates to be issued by the voting trustees shall be entitled to receive payment of the dividends, if any, collected by said voting trustees upon shares of such stock standing in their names.

SECOND: The voting trustees do hereby agree with the stockholders and with every holder of certificates issued as hereinafter provided, that from time to time, upon request, they will cause to be issued to the several stockholders in respect of all stock deposited by them, certificates to an aggregate amount equal to the amounts of all stock so deposited, and which certificates shall be in substantially the following form:

WARK PRODUCING CORPORATION
Stock Trust Certificate.

THIS IS TO CERTIFY that on the 19th day of April 1921, will be entitled to receive a certificate or certificates for full paid unassessible shares of no par value in the capital stock of the Wark Producing Corporation, and in the meantime to receive payment of the dividends, if any, collected by the undersigned voting trustees upon a like number of such shares of capital stock standing in their names, and until the said 19th day of April 1921, the voting trustees shall possess and be entitled in their discretion to exercise all rights and powers of every name and nature of absolute owners of said stock, including the right to vote in respect of any and all such stock for any purpose, and to consent to any corporate act of said company; it being expressly stipulated that no voting right passes to the holder hereof by or under this certificate or by or under any agreement, express or implied.

This certificate is issued pursuant to the terms of an agreement in writing, dated the 19th day of April 1916, made and entered into between the stockholders of said corporation and said voting trustees, which agreement is on file with the Title Guarantee & Trust Company, of New York, at 175 Broadway, New York City, N. Y.

No stock certificates shall be due or deliverable hereunder before the 19th day of April 1921, but the voting trustees may, in their uncontrolled discretion, make earlier delivery thereof.

This certificate is transferrable only on the books which shall be kept for that purpose by said voting trustees by the registered holder, either in person or by attorney duly authorized according to rules which shall be established for that purpose by said voting trustees, and on surrender thereof and until so transferred, said voting trustees may treat the registered holder as owner

thereof for all purposes whatsoever, except that delivery of said certificates hereunder shall not be made without the surrender thereof.

This certificate is not valid unless signed by the duly authorized agent of or by the voting trustees, and also countersigned and registered by the Title Guarantee & Trust Company, of New York, as registrar.

IN WITNESS WHEREOF, the said trustees have caused this certificate to be signed this day of 1916.

_____
Voting Trustees

Countersigned and registered this day of 1916.

TITLE GUARANTEE & TRUST COMPANY,
Registrar.

By_____

THIRD: On the 19th day of April 1921 the voting trustees, in exchange for and upon surrender of any of their trust certificates then outstanding, will in accordance with the terms hereof, deliver proper certificates of equivalent kind and amount of stock of the Wark Producing Corporation.

FOURTH: From time to time after this agreement shall have taken effect, the voting trustees may receive any additional full paid shares of the capital stock of Wark Producing Corporation upon the terms and conditions of this agreement, and in respect of all such shares so received will issue and deliver certificates similar to that above mentioned entitling the holders to all the rights above specified.

FIFTH: All questions arising between the

voting trustees shall from time to time be determined by their decision, acting as voting trustees, either at a meeting or by writing with or without meeting, and in like manner they may establish their rules of action. The said voting trustees shall act jointly if both of them are present at any meeting of stockholders and if but one of them be present, the one so present shall act with full power to vote upon all of the stock deposited hereunder. The said voting trustees may act by a proxy or proxies jointly, or each voting trustee may appoint a proxy or proxies to act for him at any meeting, and such proxy or proxies present at any meeting shall have and exercise all the power and authority of the voting trustee whom they represent. Any voting trustee may act as a director or officer of the Company.

SIXTH: In voting the stock held by them, the voting trustees will exercise their best judgment from time to time to select suitable directors to the end that the affairs of the company shall be properly managed, and in voting on other matters which may come before them at any of the stockholders' meetings,will exercise like judgment, but it is understood that no voting trustee incurs any responsibility by reason of any error of law or of any matter or thing done or omitted under this agreement, except for his own individual malfeasance.

SEVENTH: In the event of the death or other disability of either one of the voting trustees hereunder,

then the surviving trustee shall be and he hereby is appointed sole voting trustee with the same powers and authority as if he had been originally appointed sole trustee hereunder.

EIGHTH: This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one of the same instrument.

IN WITNESS WHEREOF the several parties hereto have hereunto set their hands and seals the day and year first above mentioned, and the voting trustees have hereunto set their hands and seals in token of their acceptance of the voting trust hereby created.

Name	No. of Shares
_____	
_____	
_____

WARK PRODUCING CORPORATION

Voting Trust Agreement

From

April 19, 1916

to

April 19, 1921

Hastings-On-Hudson,N.Y.
April 23d 1916

Mr.D.W.Griffith
Hotel Alexandria
Los Angeles,Cal.

Dear Mr.Griffith:-

I do not know whether your big picture is finished or not.If you have not taken that part of it in which you wished me to figure as per our chat I am now in a position to do it.

At the time of our meeting in Los Angeles two theatrical contracts then existing prohibited any cinema work on my part.While the contracts in a measure had been broken I had accepted a coast route and return--and you know what that means-- and I could not very well put aside even a small percentage of my bookings without complications.

I am now quite free and I will not take on any theatrical nor cinema agreement until I first hear from you by wire.

You will be interested to know that I have secured a play from abroad done there with great success by M.Guitry which,I hope,will rival the success of "TYPHOON" and "MR.WU".

With kindest regards,I am,

Cordially Yours,

Walter Whitside

4/28/16

Revocation of Election

THIS FORM IS APPLICABLE FOR REVOCATION OF AN ELECTION UNDER AN ENDOWMENT POLICY OR A LIFE POLICY OR A TERM POLICY, WHEN IT IS DESIRED TO REVOKE A PREVIOUS ELECTION WITHOUT MAKING A NEW ELECTION. THIS SEPARATE REVOCATION IS NOT NECESSARY IF A NEW ELECTION IS MADE UPON A FORM CONTAINING A REVOCATION OF PREVIOUS ELECTIONS.

COPY

Policy No. 226579 **on the life of** Johannes Charlemagne Epping, **issued by THE PROVIDENT LIFE AND TRUST COMPANY OF PHILADELPHIA.**

An Instrument dated the 24th day of November 1914, executed by Johannes Charlemagne Epping, exercising an Election or Elections relating to Optional Methods of Settlement under the above Policy, is hereby revoked.

Executed this 28th day of April A. D. 1916

Two witnesses to sign here.

Witnessed by

Ruth L. Gillham

A. M. Davis

Revoking party to sign here.

Johannes Charlemagne Epping SEAL

Two witnesses to sign here.

Witnessed by

Revoking party to sign here.

SEAL

COPY

Read Carefully

Every Revocation must be made in writing and filed with the Company at its Home Office, accompanied by the Policy, and will take effect only when endorsed on the Policy by the Company. [See Policy.]

Every person or party having any interest in the Policy, except the Policy Beneficiary, must unite in any Revocation made by the Insured. [See Policy.]

Every person or party having any interest in the Policy, except the Insured, must unite in any Revocation made by the Policy Beneficiary or Assignee. [See Policy.]

1467. 1-22-1912. 3000.

ON MAY 8 1916 THE COMPANY CERTIFIES THAT THE FOREGOING IS A TRUE COPY OF AN INSTRUMENT FILED AT ITS HOME OFFICE.

President

- - - - - - - - - - - - - - - - - - - -

ALBERT H. T. BANZHAF, WARK
PRODUCING CORPORATION

and

TRIANGLE FILM CORPORATION

- - - - - - - - - - - - - - - - - - - -

AGREEMENT

- - - - - - - - - - - - - - - - - - - -

WALTER N. SELIGSBERG
Attorney-at-law
1459 Broadway
New York City

Draft #3
5-1-16

MEMORANDUM OF AGREEMENT between ALBERT H. T. BANZHAF of New York City, WARK PRODUCING CORPORATION, a New York corporation, and TRIANGLE FILM CORPORATION, a Virginia corporation, hereinafter respectively referred to as "Mr. Banzhaf", "Wark Company" and "Triangle Company",

1. Upon the execution and deliveryof this instrument Mr. Banzhaf has transferred to Triangle Company three hundred (300) shares of the capital stock of Wark Company, full paid and non-assessable.

2. In consideration of such transfer, Triangle Company hereby agrees to and with Wark Company that if the production and exploitation of the motion picture photoplay entitled "The Woman and The Law", now owned by Wark Company, up to the time of the first public presentation thereof before an audience for hire, as the commencement of a proposed continued engagement, shall exceed the sum of $300,000. that Triangle Company will advance to Wark Company the additional cost of production and exploitation in excess of $300,000 up to the sum of $10,000.

3. Wark Company agrees to repay any advances so made by Triangle Company, plus ten per cent. of the amount thereof, before paying any dividends or distributing any of its profits to its stockholders, but after it shall have repaid to the persons advancing the same, the cost of said production and exploitation up to the sum of $300,000 with all interest and other charges thereon, in accordance with the agreement with the respective persons advancing said sums.

IN WITNESS WHEREOF Mr. Banzhaf has hereunto set his hand and seal, and Wark Company and Triangle Company have caused these presents to be signed and their corporate seals to be hereunto affixed, the day of May 1916.

Albert H. T. Banzhaf .....(L.S.)

WARK PRODUCING CORPORATION

By Albert H. T. Banzhaf Pres

TRIANGLE FILM CORPORATION

By H. E. Aitken .....

Pres

(1)

WAIVER OF NOTICE
-of-
SPECIAL MEETING OF BOARD OF DIRECTORS
-of the-

WARK PRODUCING CORPORATION

----oOo----

We, the undersigned, being all the Directors of the above named corporation, do hereby waive all notice whatsoever of the Special Meeting of the Board of Directors to be held at the office of the Corporation, 1459 Broadway, Borough of Manhattan, City of New York, at 4:15 o'clock P M., on the 8th day of May 1916, and do consent to the transaction of any and all such business as may regularly come before said meeting.

Dated, N. Y., May 8th 1916.

Edwin J. Banzhaf

Albert J. Banzhaf

V. E. Sterrett

F. Lipnick

WAIVER OF NOTICE
-of-
SPECIAL MEETING OF BOARD OF DIRECTORS
-of the-
WARK PRODUCING CORPORATION

----oOo-----

We, the undersigned, being all the Directors of the above named corporation, do hereby waive all notice whatsoever of the special meeting of the board of directors of said corporation to be held at the office of the Corporation at 1459 Broadway Borough of Manhattan, City, County and State of New York, at 4.15 o'clock in the after noon, on the 5th day of May 1916, and do consent to the transaction of any and all lawful business which may reguhrly come before said meeting.

Dated, N.Y. May 8th 16

Theodore Witchen

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(2)

At a Special Meeting of the Board of Directors of the WARK PRODUCING CORPORATION, held at 1459 Broadway, Borough of Manhattan, City, County and State of New York, on the 5th day of May 1916, at 4.15 o'clock in the after noon.

P R E S E N T: Messrs. Albert H. T. Banzhaf, President,
Clarence E. Sterrett, Secretary,
-and-
F. Lipnick, Director.

Mr. Banzhaf presided; Mr. Sterrett recorded.

The Secretary presented a waiver of notice of this meeting, which was signed by all the directors and ordered on file.

On motion duly made, seconded and carried, the following resolution was unanimously adopted:

RESOLVED, that the President take such steps as he may deem necessary to comply with the Foreign Corporations Law of the State of California permitting this Corporation to do business within that State, and file all necessary papers required therefor; and

BE IT FURTHER RESOLVED, that Arthur Wright, of the City of Los Angeles, State of California, be and he hereby is appointed resident agent of the Corporation within said State in compliance with the Foreign Corporations Law of the State of California; and

BE IT FURTHER RESOLVED, that a copy of this resolution, certified under the hand of the Secretary of this Company, with the corporate seal attached thereto, be forwarded to the said Arthur Wright for said purpose, and that a certified copy of the charter of the Corporation be likewise attached thereto.

There being no further business before the meeting, the same was adjourned.

C. E. Sterrett
Secty.

(3)

Certified copy of resolution
-of-
Board of Directors of WARK PRODUCING CORPORATION

---oOo---

The following is a true copy of a resolution unanimously adopted at a special meeting of the Board of Directors of the Wark Producing Corporation, held on the 5 day of May 1916:

"RESOLVED, that the President take such steps as he may deem necessary to comply with the Foreign Corporations Law of the State of California permitting this Corporation to do business within that State, and file all necessary papers required therefor; and

BE IT FURTHER RESOLVED, that Arthur Wright, of the City of Los Angeles, State of California, be and he hereby is appointed resident agent of the Corporation within said State in compliance with the Foreign Corporations Law of the State of California; and

BE IT FURTHER RESOLVED, that a copy of this resolution, certified under the hand of the Secretary of this Company, with the corporate seal attached thereto, be forwarded to said Arthur Wright for said purpose, and that a certified copy of the charter of the Corporation be likewise attached thereto."

x-x-x-x-x-x-x

I, Clarence E. Sterrett, Secretary of the Wark Producing Corporation, do hereby certify that the foregoing is a true copy of a resolution duly adopted at the meeting aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 5 day of May, one thousand nine hundred sixteen.

C. E. Sterrett
Secretary

5/8/16 (4)

WARK PRODUCING CORPORATION, a corporation organized and existing under the laws of the State of New York, having this day made application to the Secretary of State of the State of California for the privilege of transacting and carrying on business in said State, would further show and certify that it intends to carry on the business of manufacturing motion picture films at the City of Los Angeles and its environs and exhibiting the same throughout the State, and that it hs consituted, appointed and designated, and by these presents does hereby constitute, appoint and designate, in accordance with a resolution of the Board of Directors of said corporation duly adopted and entered at a meeting held on the 8th day of May 1916, Arthur Wright, residing in the City of Los Angeles, County of Los Angeles, State of California, upon whom process issued by authority or under the laws of said State may be served; and the said corporation hereby consents that any service of process upon said agent for any cause of action arising out of or connected with the transaction of said businessin the said State of California, shall be deemed to be and shall be binding upon this corporation.

IN WITNESS WHEREOF the said corporation has hereunto affixed its corporate seal and caused the same to be subscribed to by its president and attested by its secretary this day of 1916.

WARK PRODUCING CORPORATION

By_____
President

A T T E S T:

_____
Secretary

APPLICATION FOR DOING BUSINESS IN CALIFORNIA

WARK PRODUCING CORPORATION, a corporation duly organized and existing under the laws of the State of New York, hereby makes application to the Secretary of State of the State of California, for permission to transact business in the said State of California, and files herewith as a part of this application, a certified copy of its Certificate of Incorporation under the laws of the State of New York, which said Certificate of Incorporation together with the certificate of the Secretary of the State of New York are attached hereto and made a part hereof, and to which reference is hereby made.

WARK PRODUCING CORPORATION

By_____
President

Attest:

_____
Secretary

Journal

May 20 1916
D & G Corpn.

A corporation organized under the laws of the State of Delaware, on May 20 1916, —
Authorized Capital — all common Stock — $2,000,000
in 20,000 shares of 100 Each

Incorporators:

	$
A E Latten	13 shares
A P Caffin	3 "
C L Remlinger	3 "
	19

Cash —
5 Capital Stock — 1,900 —
1,900 —

Sundry Assets —

762 shares — Wark Producing Co	—	—
35 Carpenter of indebtedness — Wark Prod Co.	35 000	
Account receivable — Wark Prod Co.	60 250	
97 shares — David & Griffith Corpn	9 700 —	
60 " Epoch Producing Corp.	6 000	
Royalty receivable — Bank of Nation 2 1/2 %	100 000	
225 shares — Bank of F4 Corpn	1 125	
To Cash		1 900
To ~~Reserve~~, paid in surplus		6 975 —
To Capital Stock.		203 200

Purchase of assets as authorized by minutes of Directors, Sept 7 — 1916

Pd. L.

2354.25

To Expense 2256.73

1917 Fed. Taxes 97.52

Dividends 3108.96

Premiums & Int 2362.50

Bank Int 138.74

To Pd L. 5610.20

2354.25

3255.95

1916 Pd L. 2995.-

1917 Pd L. 3255.95

To Earned Surplus 6253.95

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CERTIFIED COPY

CERTIFICATE OF INCORPORATION.

D. W. G.

CORPORATION.

ORGANIZED UNDER THE LAWS
OF THE STATE OF DELAWARE

The

Corporation Trust Company

SYSTEM.

37 WALL STREET, NEW YORK
15 EXCHANGE PLACE, JERSEY CITY
112 WEST ADAMS STREET, CHICAGO
LAND TITLE BUILDING, PHILADELPHIA
NEW B'K OF COMMERCE BLD'G., ST. LOUIS
281 ST. JOHN STREET, PORTLAND, ME.
OLIVER BUILDING, PITTSBURGH
COLORADO BUILDING, WASHINGTON, D. C.
THE CORPORATION TRUST COMPANY OF NEW JERSEY
304 MARKET STREET, CAMDEN, N.J.
CORPORATION TRUST COMPANY OF AMERICA
DU PONT BLDG., WILMINGTON, DEL.
CORPORATION REGISTRATION COMPANY
EXCHANGE BUILDING, BOSTON

Received for Record May 22nd A.D. 1916

R. T. Hoyt Recorder.

State of Delaware, } ss.
New Castle County

Recorded in the Recorder's Office at Wilmington, in Certificate of Incorporation Record C, Vol. 7 Page 110 &c.,

the 22nd day of May A.D. 1916

Witness my hand and official seal.

R. T. Hoyt Recorder.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

N. J. FORM 140

D. W. G. CORPORATION

CERTIFICATE OF INCORPORATION.

FIRST. The name of this corporation is

D. W. G. CORPORATION.

SECOND. The location of its principal office in the State of Delaware is Number Seven West Tenth Street, in the City of Wilmington, County of New Castle. The name of the agent therein and in charge thereof is the Corporation Trust Company of America.

THIRD. The objects and purposes for which and for any of which this corporation is formed are, to do any or all of the things herein set forth to the same extent as natural persons might or could do, viz:-

To purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of, any bonds or other securities or evidences of indebtedness created or issued by any other corporation or corporations, association or associations, of the State of Delaware, or of any other State, territory or country, and while owner thereof, to exercise all the rights, powers and privileges of ownership, including the right to vote thereon.

To acquire by purchase, subscription or otherwise, and to own, hold, sell and otherwise dispose of, exchange, deal in and deal with stocks, bonds, debentures, obligations, evidences of indebtedness and securities issued by any public or private corporation, government or municipality, or otherwise, and to issue in exchange for all such shares, stocks, bonds, debentures or other evidences of indebtedness or obligations, the stocks, bonds, debentures or other evidences of

indebtedness of the corporation; and the corporation shall have express power to hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of capital stock, bonds, debentures or other evidences of indebtedness or obligations created by any other corporation so acquired, and to exercise all the rights and powers of a stockholder in any such other corporation.

To acquire, by purchase or otherwise, the good will, business, property, rights, franchises and assets of every kind, and undertake either wholly or in part the liabilities, of any person, firm, association or corporation, and to take up any business as a going concern or otherwise (a) by purchase of the assets thereof wholly or in part; (b) by acquisition of the capital stock or any part thereof; or (c) in any other manner; and to pay for the same in cash, the stock or bonds of this corporation, or otherwise; to hold, maintain and operate or in any manner dispose of the whole or any part of the good will, business, rights and property so acquired; and to conduct in any lawful manner the whole or any part of any business so acquired, and to exercise all the powers necessary or convenient in and about the management of such business.

To manufacture, purchase or otherwise acquire, to hold, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, ware and merchandise, and real and personal property of every class and description; and in particular lands, buildings, business concerns and undertakings, mortgages, shares, stocks, debentures, securities, concessions, produce, policies, book debts and claims, and any interest in real or

personal property, and any claims against such property, or against any person or corporation, and to carry on any business, concern, or undertaking so acquired.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patents, patent rights, licenses and privileges, inventions, improvements and processes, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To enter into, make, perform and carry out contracts of every kind, for any lawful purpose, without limit as to amount, with any persons, firm, association or corporation.

To draw,make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants and other negotiable or transferable instruments.

To issue bonds, debentures or obligations of this corporation from time to time, for any of the objects or purposes of the corporation, and to secure the same by mortgage, pledge, deed of trust, or otherwise.

To purchase, hold and re-issue the shares of its capital stock.

To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount, to purchase, or otherwise acquire, to hold, own, to mortgage, sell, convey, or otherwise dispose of real and personal property of every class and description in any of the States, Districts, Territories or Colonies of the United

States, and in any and all foreign countries, subject to the laws of such State, District, Territory, Colony or Country.

The foregoing clauses shall be construed both as objects and powers; and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of this corporation.

In general, to carry on any other business in connection with the foregoing, whether manufacturing or otherwise, and to have and to exercise all the powers conferred by the laws of Delaware upon corporations formed under the act hereinafter referred to.

FOURTH. The total authorized capital stock of this corporation is two million Dollars ($2,000,000) divided into twenty-thousand (20,000) shares of the par value of one hundred Dollars ($100.) each.

The amount of capital stock with which this corporation will commence business is the sum of nineteen hundred dollars ($1,900),being nineteen (19) shares of the par value of one hundred dollars ($100.) each.

FIFTH. The names and places of residence of each of the original subscribers to the capital stock and the number of shares subscribed for by each are as follows:

NAME.	RESIDENCE.	NUMBER OF SHARES.
Herbert E. Latter,	Wilmington, Del.	13
Norman P. Coffin,	Wilmington, Del.	3
C. L. Rimlinger,	Wilmington, Del.	3

SIXTH. This corporation is to have perpetual existence.

SEVENTH. The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

EIGHTH. In furtherance, and not in limitation of the powers conferred by statute, the board of directors are expressly authorized:

To make, alter, amend and rescind the by-laws of this corporation, to fix the amount to be reserved as working capital, to authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation.

From time to time to determine whether and to what extent, and at what time and places and under what conditions and regulations, the accounts and books of this corporation, (other than the stock ledger), or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right of inspecting any account or book or document of this corporation except as conferred by statute or authorized by the directors, or by a resolution of the stockholders.

If the by-laws so provide, to designate two or more of their number to constitute an executive committee, which committee shall for the time being, as provided in said resolution or in the by-laws of this corporation, have and exercise any or all of the powers of the board of directors in the management of the business and affairs of this corporation, and have power to authorize the seal of this corporation to be affixed to all papers which may require it.

Both stockholders and directors shall have power, if the by-laws so provide, to hold their meetings either within or without the State of Delaware, to have one or more offices in addition to the principal office in Delaware, and to keep the books of this corporation (subject to the provisions of the statutes) outside of the State of Delaware at such places as may be from time to time designated by them.

This corporation may in its by-laws confer powers additional to the foregoing upon the directors, in addition to the powers and authorities expressly conferred upon them by the statute.

Any number of the shareholders of the corporation may for the purpose of protecting or advancing the interests of the corporation within the provisions of the law, assign their shares to a trustee or trustees with power in him or them to vote on the same in accordance with the plan, agreement or instruction set forth in the trust agreement and to the extent of the shares so held by him or them by the election of directors and otherwise, to control the policy and management of the corporation.

This corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the original subscribers to the capital stock hereinbefore named for the purpose of forming a corporation to do business both within and without the State of Delaware, and in pursuance of an Act of the Legislature of the State of Delaware entitled "An Act Providing a General Corporation Law" (approved March 10th, 1899), and the acts amendatory thereof and supplemental there-

to, do make and file this certificate, hereby declaring and certifying that the facts herein stated are true, and do respectively agree to take the number of shares of stock hereinbefore set forth, and accordingly have hereunto set our hands and seals this 20th day of May A. D. 1916.

In presence of

William J. Maloney	Herbert E. Latter	(SEAL)
10¢ U.S.I.R. STAMP CANCELLED.	Norman P. Coffin	(SEAL)
	C. L. Rimlinger	(SEAL)

State of Delaware)
) ss.
County of New Castle)

BE IT REMEMBERED that on this 20th day of May A. D. 1916, personally came before me, William J. Maloney ------- --- , a Notary Public for the State of Delaware , Herbert E. Latter, Norman P. Coffin, and C. L. Rimlinger, ---------- all the parties to the foregoing certificate of incorporation, known to me personally to be such, and severally acknowledged the said certificate to be the act anddeed of the signers respectively and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

William J. Maloney

Notary Public.

"""""""""""""""""""""""""""""""""""""
" William J. Maloney "
" Notary Public "
" Appointed February 25, 1915 "
" For Four Years "
" Delaware. "
"""""""""""""""""""""""""""""""""""""

State of Delaware

Office of Secretary of State.

I, **Geo. H. Hall**, *Secretary of State of the State of Delaware,* **do hereby certify** *that the above and foregoing is a true and correct copy of* Certificate of Incorporation of the "D. W. G. CORPORATION", as received and filed in this office the twentieth day of May, A. D. 1916, at one o'clock P. M.

In Testimony Whereof, *I have hereunto set my hand and official seal, at Dover, this* twentieth *day of* May *in the year of our Lord one thousand nine hundred and* sixteen.

Geo. H. Hall

Secretary of State.

THE CORPORATION TRUST COMPANY.
SYSTEM ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
37 WALL STREET, NEW YORK CITY.
158 STATE STREET, ALBANY, N.Y.
112 WEST ADAMS STREET, CHICAGO.
1428 LAND TITLE BUILDING, PHILADELPHIA.
281 ST. JOHN STREET, PORTLAND,
1024 FEDERAL RESERVE BANK BLD'G. ST. LOUIS
304 MARKET STREET, CAMDEN, N.J.
394 DU PONT BUILDING, WILMINGTON, DEL.
501 COLORADO BUILDING, WASHINGTON, D.C.
1639 OLIVER BUILDING, PITTSBURGH, PA.
CORPORATION REGISTRATION COMPANY.
511 EXCHANGE BUILDING, BOSTON.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
GEORGE R. SHELDON, VICE-PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY
B. STAFFORD MANTZ, TREASURER.
GEORGE E. HOLMES, ASSISTANT SECRETARY.
T. F. BARRETT, MGR. LEGISLATIVE DEPT.
GEORGE C. HOLTON, ATTORNEY.

The Corporation Trust Company

PRIVATE TELEPHONE WIRE
NEW YORK—ALBANY

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY.

15 EXCHANGE PLACE, JERSEY CITY.

REPLY TO 37 WALL STREET, NEW YORK, May 23, 1916

Re: D. W. G. CORPORATION

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:

We hand you by messenger herewith the record of organization of the above company, which includes a copy of the certificate of incorporation, by-laws of the company, and the minutes of the incorporators' meeting. We also enclose a skeleton form of minutes of the first meeting of directors and a form of authorization to our company to act as the Delaware Agent.

We will send you in a few days as soon as received from the Recorder the certified and recorded copy of the certificate of incorporation.

Yours very truly,

THE CORPORATION TRUST COMPANY,

Secretary.

EEH/F
Encs.

LAW OFFICE OF
WALTER N. SELIGSBERG
1459 BROADWAY
NEW YORK

DOWN TOWN
SELIGSBERG & LEWIS
55 LIBERTY STREET
NEW YORK

23rd May 1916

Albert H. T. Banzhaf, Esq.
2 Rector Street
New York City

My dear Banzhaf:

In arranging to bind up the Wark papers I find that I have no waiver from Mr. Mitchell for the last meeting. I enclose duplicate waiver to which please procure his signature. I also think that before binding up the papers we should have a meeting at which the permanent officers are elected. Will you take this up?

Yours truly,

W. N. Seligsberg

WNS:RL

enc.

TELEPHONE
7290 BRYANT

R. E. AITKEN, PRESIDENT

CABLE ADDR
"WESFILM"

WESTERN IMPORT COMPANY
(INC.)
1457 BROADWAY
ROOM 1006

NEW YORK, May 26, 1916.

D. W. Griffith Corporation,
Longacre Bldg.,
New York City.

Attention Mr. Banzhaf

Gentlemen:-

As per our telephone conversation of today, we enclose herewith check from our London office for $362.32 which they say covers continental royalty on seven copies of "The Avenging Conscience."

We are also enclosing check for $2.95 for posters sold to Casino Theatre, Vandergrift, Pa., on an order from McCarthy & McSween.

Yours very truly,

WESTERN IMPORT CO. INC.

RH

New York, May 27th 1916.

Mr. W.N.Seligsberg
1459 Broadway, City.

My dear Mr. Seligsberg:-

Enclosed find paper with which I was served as per conversation over the phone this morning. Mr. Pesce is with one of our companies in South America and receives his salary weekly from the manager in charge of his company at that point, or whatever point he may be serving us.

Very truly yours,
Epoch Producing Corporation
By

ASR:L

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE FOLLOWING STOCK CERTIFICATE IS A SAMPLE. THE OTHERS WERE NOT FILMED, BUT REMAIN IN PLACE IN THE FILE.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

T. G. & T. CO. JUN 9 1916

No. 1

CERTIFICATE OF INDEBTEDNESS

F-4 CORPORATION, a corporation organized and existing under the laws of the State of New York (hereinafter termed The Corporation), for value received, hereby promises to pay to A. B. Scott, *at the time and upon the terms and conditions hereinafter set forth, the principal sum of one thousand dollars gold coin of the United States of America of or equal to the present standard of weight and fineness, and interest on such sum, as herein specified. This Certificate is one of an issue of one hundred and fifty, numbered consecutively, all in substantially the same form and language and for the same amount, and all issued at or about the same time. This Certificate shall not be valid for any purpose until and unless registered on the books of the Title Guarantee and Trust Company at its offices in the City of New York, such registry being noted hereon, and shall be transferable only at the office of said Title Guarantee and Trust Company (or any successor as Registrar appointed by The Corporation) by the registered owner hereof in person, or by attorney duly authorized, and upon presentation of this Certificate.*

The Corporation hereby covenants that it will pay interest upon the unpaid balance of said sum of $1,000 at the rate of six per cent. per year payable semi-annually, from the date of issue hereof, and that payments of interest will be made by check mailed on the interest dates, viz., December 1st, 1916, and semi-annually thereafter, to the registered holder hereof at the address appearing on the books of the registrar of these Certificates.

The Corporation hereby agrees that the principal sum hereof shall be due and will be paid, upon surrender of this Certificate, at its office in the City of New York on the 1st day of January, 1921. But the Corporation reserves the right at any time, upon ten days' notice in writing to the registered holder hereof to be mailed to the address appearing on the books of the Registrar of these Certificates, to declare due and payable upon the date stated in said notice, the entire principal sum of each and every Certificate of Indebtedness of this issue, or an equal fraction of the principal sum of each such Certificate; thereupon, in accordance with such notice, it shall pay to,—or set apart for,—the holder hereof, the principal amount so declared due, together with all accrued interest thereon upon such principal amount, and upon such payment The Corporation shall be entitled to receive credit on the face or reverse of this instrument for the amount so paid. The Corporation may, at its election, in like manner, make further fractional payments, until all the Certificates are wholly paid off, but no payment shall at any time be made or amount declared due upon any Certificate of this issue except upon equal terms with each other Certificate.

The Corporation further covenants with the registered holder of this Certificate that it will not declare or pay any dividends of any kind upon any part of its capital stock before or until the principal sum of this Certificate and all accrued interest shall have been paid in full.

So long as there remains unpaid any part of the indebtedness evidenced by any of the Certificates of Indebtedness of the series whereof this Certificate is one, The Corporation further covenants with the holder hereof that its books of account and records shall be open for semi-annual inspection and examination, by such public accountant as may be chosen for that purpose by the registered holders for the time being of a majority of the then outstanding Certificates of this series. The registered holder hereof by accepting this Certificate agrees that any certified public accountant named by the Registrar of these Certificates shall be conclusively deemed to have been assented to by a majority of the holders of these Certificates until and unless a written designation of some other such accountant shall be signed and acknowledged according to the laws of the State of New York by said Registrar, and served upon the President or Vice-President of The Corporation, and that any designation so made shall continue in full force and effect until revoked by a similar instrument substituting a new accountant for such inspection. The reasonable charges of such accountants as well as of the Registrar shall be borne by The Corporation.

IN WITNESS WHEREOF the said F-4 CORPORATION has caused these presents to be executed on its behalf by its President and its corporate seal to be affixed and attested by its Secretary, the 1st day of June, 1916.

F-4 CORPORATION,

Attest: [illegible] *Secretary*

By Albert T. Parsons *President*

The Beman Green Co. 48 John St. N.Y.

Date of Registry	Name of Holder	Signature of Registrar
JUN 9 - 1916	A. B. Soete.	TITLE GUARANTEE & TRUST CO. A. H. Rocheard Assistant Trust Officer
PAYMENTS ON THIS CERTIFICATE OF INDEBTEDNESS MADE	AUG 6 1918	
ON ACCOUNT OF PRINCIPAL	$	750.
~~100% PREMIUM ON ABOVE PAYMENT~~		
INTEREST ON PRINCIPAL TO	AUG 1 - 1918	10.
TOTAL		$ 760.
PAYMENTS ON THIS CERTIFICATE OF INDEBTEDNESS MADE	SEP 1 6 1918	
ON ACCOUNT OF PRINCIPAL	$	250.
~~100% PREMIUM ON ABOVE PAYMENT~~		
INTEREST ON PRINCIPAL TO	SEP 1 6 1918	1.87½
TOTAL		$ 251.87½

THE CORPORATION TRUST COMPANY.
SYSTEM ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
37 WALL STREET, NEW YORK CITY.
158 STATE STREET, ALBANY, N.Y.
112 WEST ADAMS STREET, CHICAGO.
1428 LAND TITLE BUILDING, PHILADELPHIA.
281 ST. JOHN STREET, PORTLAND,
1024 FEDERAL RESERVE BANK B'LD'G. ST. LOUIS.
304 MARKET STREET, CAMDEN, N.J.
394 DU PONT BUILDING, WILMINGTON, DEL.
501 COLORADO BUILDING, WASHINGTON, D.C.
1639 OLIVER BUILDING, PITTSBURGH, PA.
CORPORATION REGISTRATION COMPANY.
511 EXCHANGE BUILDING, BOSTON.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
GEORGE R. SHELDON, VICE-PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.
GEORGE E. HOLMES, ASSISTANT SECRETARY.
T. F. BARRETT, MGR. LEGISLATIVE DEPT.
GEORGE C. HOLTON, ATTORNEY.

The Corporation Trust Company

PRIVATE TELEPHONE WIRE
NEW YORK—ALBANY

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY.

15 EXCHANGE PLACE, JERSEY CITY.

REPLY TO 37 WALL STREET, NEW YORK.

June 1, 1916.

RE. D. W. G. CORPORATION.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:

We enclose herewith certified and recorded copy of the certificate of incorporation of the above company and request that you kindly acknowledge receipt.

Yours very truly,
THE CORPORATION TRUST COMPANY,

Secretary.

EEH/R
Enc.

Dec. 11, 1918.

Received from Title Guarantee and Trust Company cancelled Certificates of Indebtedness of the F 4 corporation, Certificates Nos. 1-70 inclusive, for $1,000. each.

June 1st 1916

D.W.G. Corporation,

-To-

ALBERT H. T. BANZHAF, DR.

- -

Disbursements

Corporation Trust Co., as per bill attached	$269.36
Broun-Green Co., corporation supplies,	13.75
	$283.11

Received payment,

Paid

DAVID W. GRIFFITH, PRESIDENT

ALBERT H. T. BANZHAF, SECRETARY AND TREASURER

DAVID W. GRIFFITH CORPORATION

EXECUTIVE OFFICES:

LONGACRE BUILDING, 42ND STREET AND BROADWAY, NEW YORK

TELEPHONE, BRYANT 5293--5294

June 6, 1916.

Albert H. T. Banzhaf, Esq.,
2 RectorSt.,
New York City.

Dear Mr. Banzhaf:-

Am enclosing herewith check payable to the"Collector of Internal Revenue" which please have certified and return to me.

Very truly yours,

S. Harris

(Enc.)

June 7th 1916

W. Griffith Corporation,

1459 Broadway,

New York City.

Dear Miss Harris: Attention of Miss Harris

I enclose herewith certified check payable to the Collector of Internal Revenue, which you sent me this morning for certification.

Very truly yours,

R

Enc.

Court of Record
241--Affidavit and order Section 1391
Code of Civil Proc. Garnishee Law.

L. Sonnenberg & Co. Printers and Stationers
320 Broadway, New York City

Supreme Court, City of New York

Anthony Bagerozy
Plaintiff and Judgment Creditor
against
Albert M. Pesce
Defendant and Judgment Debtor

Affidavit to obtain order for Issuance of Execution against Wages, Earnings and Salary, pursuant to Section 1391 *of the Code of Civ. Pro.*

State of New York,
County of New York } **ss.:**

Meyer Kraushaar, being duly sworn, deposes and says that he is one of the Attorneys for, the above named Plaintiff and Judgment Creditor in the above-entitled action; that on the 7th day of June 19 16 a Judgment was duly recovered and given in the Municipal Court, City of New York Borough of Manhattan - 3rd District.

in favor of the Plaintiff against the Defendant, for the sum of Two hundred and fifty seven and 97/100 dollars. That the said judgment was duly recovered after due personal service of the Summons & Complaint on said Defendant, and the Judgment Roll thereof was duly filed in the office of the Clerk of the said Court on June 7, 1915 That thereafter on June 18, 1915 a transcript was filed in office of County Clerk of New York County and that on the 18th day of June, 19 16, an execution upon said Judgment against the property of the said Judgment Debtor was duly issued out of the Supreme Court, which is a court of record thereof, to the Sheriff of the County of New York, where the said Judgment Debtor then resided and still resides, and the said execution has been returned wholly unsatisfied and the said Judgment remains wholly unpaid except upon information and belief from person acquainted with said Debt. That the Defendant is employed by The Work Producing Corporation - a domestic Corporation and that his wages, earnings and salary exceed the sum of $12.00 per week, and amount to the sum of One hundred twenty-five 00/100 dollars per week, and that the same is payable to him by the said The Work Producing Corporation and that the same is now due and owing to said Judgment Debtor and shall hereafter become due and owing to him. No previous application has been made for this order. - The source of deponents information regarding employment and salary of defendant is derived from ~~[illegible]~~ Mr. Cort of the Work Producing Corporation.

Sworn to before me this 3rd *day of* November 19 16

Max L. Kane
Commissioner of Deeds, N. Y. C. No.
Residing in Kings County
Certificate filed in Kings & New York Counties.

Meyer Kraushaar

Supreme Court, New York County

Anthony Bagerozy
Plaintiff and Judgment Creditor
against
Albert M. Pesce
Defendant and Judgment Debtor

Order for Issuance of Execution against Wages, Earnings and Salary.

It Appearing to My Satisfaction, by the above affidavit of Meyer Kraushaar one of the, Attorneys for the above named Plaintiff and Judgment Creditor in the above-entitled proceeding, that on the 7th day of June 19 16, a Judgment was duly recovered and given in the Municipal Court, City of New York. Borough of Manhattan - Third District

in favor of the Plaintiff against the Defendant, for the sum of Two hundred fifty seven 97/100 dollars; that the said Judgment was duly recovered after due personal service of the Summons & Complaint

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D. W. GRIFFITH COLLECTION

on said Defendant, and the Judgment Roll thereof was duly filed in the office of the Clerk of the said County Court on June 7, 1916; that thereafter, on the 10 day of June, 19 16 an execution upon said Judgment against the property of the said Judgment Debtor was duly issued out of Supreme Court to the Sheriff of the County of Suffolk, where the said Judgment Debtor then resided and still resides, and the said execution has been returned wholly unsatisfied and the said Judgment remains wholly unpaid except that Producing Corporation

and that his wages, earnings and salary exceed the sum of $12.00 per week, and amount to the sum of $ [illegible] per week, and that the same is payable to him by the said The Ward Producing Corporation

and that the same is now due and owing to said Judgment Debtor and shall hereafter become due and owing to him; now therefore

It is ordered, that an execution issue herein out of this Court to the Sheriff of the County of against the wages, earnings and salary of the above-named Defendant and Judgment Debtor, due and owing to him and which shall hereafter become due and owing to him, from the said The Ward Producing Corporation, Inc. pursuant to Section 1391 of the Code of Civil Procedure, which execution when presented by the Sheriff of the County of Suffolk to the said The Ward Producing Corporation shall become a lien and a continuing levy upon the wages, earnings and salary due and to become due to the said Judgment Debtor from the said The Ward Producing Corporation to an amount which shall not exceed ten per centum thereof, and that the said levy shall become a continuing levy until said execution and the expenses thereof are fully satisfied and paid, or until modified as provided for by Section 1391 of the Code of Civil Procedure, and the amount of said levy and lien shall be the sum of Twelve [illegible] dollars per week, ~~and that the Clerk of this Court be, and hereby is, ordered to issue such execution.~~

Dated, Borough of Manhattan
City of New York, June 3, 1916

Hon. Guy [illegible]
Justice of the Supreme Court

Supreme Court
New York County

Anthony Bagerozy
Plaintiff and Judgment Creditor
against
Albert Pesce
Defendant and Judgment Debtor.

Affidavit and Order

for Issuance of Execution against Wages, Earnings and Salary

SECTION 1391 CODE CIVIL PROC.

Albert Kaushaar
Atty for Pltff.
51 Chambers St
N.Y.C.

THE CORPORATION TRUST COMPANY.
SYSTEM ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
37 WALL STREET, NEW YORK CITY.
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The Corporation Trust Company

PRIVATE TELEPHONE WIRE
NEW YORK—ALBANY

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY.

15 EXCHANGE PLACE, JERSEY CITY.

REPLY TO 37 WALL STREET, NEW YORK. June 8, 1916

Re: D. W. G. CORPORATION

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:

We enclose herewith itemized receipted statement covering our fee and disbursements in connection with the organization of the above company under the laws of Delaware, together with refund check to your order for $5.64.

We wish to thank you for referring this business to us.

Yours very truly,
THE CORPORATION TRUST COMPANY,
Secretary.

EEH/F
Encs.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY.

A

(Copy 6/14/16)

June 8, 1916. (1)

Triangle Film Corporation,
1459 Broadway,
New York City.

Gentlemen:-

The undersigned hereby resigns as director and vice president of the Triangle Film Corporation, the same to take effect immediately.

Yours truly,

(signed) D. W. Griffith

(Copy 6/14/16)

June 8, 1916. (2)

Majestic Motion Picture Co.
1459 Broadway,
New York, N. Y.

Gentlemen:-

The undersigned hereby resigns as a director and vice-president of the Majestic Motion Picture Co., the same to take effect immediately.

Yours truly,

(signed) D. W. Griffith

(Copy June 14 1916)

June 8, 1916.

(3)

Reliance Motion Picture Co.
1459 Braodway,
New York, N. Y.

Gentlemen:

The undersigned hereby resigns as a director of the Reliance Motion Picture Co., the same to take effect immediately.

Yours truly,

(signed) D. W. Griffith

DAVID W. GRIFFITH, PRESIDENT

ALBERT H. T. BANZHAF, SECRETARY AND TREASURER

DAVID W. GRIFFITH CORPORATION

EXECUTIVE OFFICES:

LONGACRE BUILDING, 42ND STREET AND BROADWAY, NEW YORK

TELEPHONE, BRYANT 5293--5294

June 9th, 1916.

Albert H. T. Banzhaf, Esq.,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:-

I hand you herewith the following checks for deposit on account of "The Avenging Conscience:"

Central Film Company	6.25
McCarthy & McSween	54.05

Yours very truly,
W. Harris

(Enclosures)

LAW OFFICE OF
WALTER N. SELIGSBERG
1459 BROADWAY
NEW YORK

DOWN TOWN
SELIGSBERG & LEWIS
55 LIBERTY STREET
NEW YORK

19th June 1916

Albert H. T. Banzhaf Esq.

2 Rector Street

New York City.

My dear Banzhaf:

Herewith, the original organization records of Wark Producing Corporation . It takes so long to have these papers bound, perhaps you would rather have it done yourself. I am also sending you the minutes of a special meeting of the directors of Wark Producing Corporation held on May 8, 1916 and waivers for said meeting; also the seal of the Wark Producing Corporation.

Please acknowledge receipt of the above.

Yours truly

WNS:RL

encs.

DELIVER

RECEIVED of Walter N. Seligsberg original organization records of Wark Producing Corporation, minutes of special meeting of directors of Wark Producing Corporation held May 8, 1916 and waivers for said meeting; also seal of Wark Producing Corporation.

Dated June 19 1916.

ASSIGNMENT WITH POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, DAVID WARK GRIFFITH, of Los Angeles, State of California, insured under Contract No. 361365 issued by THE TRAVELLERS INSURANCE COMPANY, Hartford, Connecticut, do hereby make, constitute and appoint F-4 CORPORATION, a corporation organized and existing under the laws of the State of New York, located in New York City in said State, my attorney irrevocable, with full power of substitution and revocation, in my name or otherwise, to exercise any and all options, rights and privileges therein given to me, hereby for value received assigning and surrendering to said assignee and assigns said policy and any and all such options, rights and privileges thereunder, and for myself, my heirs and assigns agreeing that all acts and things done and releases and discharges given by my said attorney under this power shall be as binding and as effectual as if done by me personally.

IN WITNESS WHEREOF, I have hereunto and to a duplicate hereof set my hand and seal at Los Angeles, California, this 21st day of June 1916.

D W Griffith

In presence of:

J L Barry of Pasadena, Calif.

E C Bidwell of Los Angeles Calif

A Babczhof

Eyck

TREASURER'S REPORT FOR JUNE 1916.

Income:	"A" Co.	4,960.44	
	B	7,081.74	
	C	9,447.61	
	D	11,418.95	
	E	11,435.33	
	F	4,376.02	
	G	9,814.28	
	H	1,894.60	
	I	5,455.80	
	J		
	K	5,519.70	
	L	3,596.60	
Eng. Co.#1		8,018.09	
" " " office		288.06	
" " #2		4,537.60	
" " " office		379.96	
Australian Co. #1		6,250,56	
So. American Co. #1		3,755.53	98,230.87
Rights:	New England	179.82	
	Western	8,007.75	
	Wisconsin	163.03	8,350.60
George Bowles, Mgr.			5,445.07
W.E.Burlock, "			616.87
Guy C.Smith			1,529.48
	Income from all sources		114,172.89

Expense, General	10,485.48		
"A" Co.	3,103.40		
B	1,912.22		
C	3,809.92		
D	3,815.14		
E	6,956.35		
F	2,825.18		
G	5,470.96		
H	1,384.81		
I	3,309.58		
K	4,810.84		
L	1,551.42		
English Co. #1	7,422.88		
" " #2	5,749.68		
So. American Co. #1	5,285.01		
Australian Co. #1	11,695.63	79,588.50	
Production Supplies		95.15	
Howard Herrick Mgr.		200.	
Total Expense			79,883.65
			$34,289.24

The Story of

I

"THE photoplay world is mine," might say David Wark Griffith.

He might say it, if he were not David Wark Griffith; other people say it for him; he has nothing of the stagey theatricalism of an Edmond Dantes in his nature—except the courage.

He discovered a world of moving pictures; puerile, vulgarly debasing in their triviality; an entertainment one degree removed from a magic lantern show; a passing joke that was novelly attractive as dime museums formerly attracted, and as the melodramas of Theodore Kremer and Owen Davis had previously attracted; sustenance for the people who gape, and first aids to the yawn.

That moving picture sphere in the universe of banalities received him coldly, apprehensively, as if it foresaw its dissolution into fertilizer for Art, thought, genius.

But he was a sane genius: ambition requires a meal ticket quite as actually as does commonplace contentment. So he at first only slightly punctured with his sword-like genius the armor of stupidity he found encasing picture-making, and his first work was the direction of a "moving picture." This was called "The Adventures of Dolly."

You can see by the title that it was a "moving pictures;" it was a one reel pic-

THIS is the first and only authorized Griffith story. It is the premier chronicle of the greatest art-form of modern times. Next month, the extraordinary adventures of "Larry" (D.W.) Griffith, a veritable Francois Villon of the Twentieth Century.

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David Wark Griffith

HIS EARLY YEARS; HIS STRUGGLES;
HIS AMBITIONS AND THEIR ACHIEVEMENT

By Henry Stephen Gordon

ture, as they all were at that time, and in its story it was no different from what had gone before.

There were of course men about him who measured him as a fool, as fools always do those who create. These said his picture was stupid; that it would never be accepted; that cheerfully direct word, the most worn one in the patter of the stage, "rotten," was the verdict of directors and actors about "Dolly."

"Why, the big boob!" said one authority in the studio (Biograph); "he makes his characters behave like human beings, not like actors; he's through."

So he was—through with the fetters of the witless and critics who do not create.

Dolly, absurd as she was, flippantly stupid in her Marie Corelli career, much against the judgment of the executives of the studio was thrown out on the dubious exhibitors; she did not look good to them, for there was a something in the picture they never before had seen, and which, therefore, must be bad.

That something happened to be an intellect.

The studio executives did not know it; the exhibitors did not know it; how could they know an intellect? If they had

Griffith's Birthplace—*Drawn by Himself*

When PHOTOPLAY MAGAZINE *expressed dismay over the absence of Photographs of the family home at La Grange, Ky. (near Louisville), Mr. Griffith merely smiled and asked for a drawing pencil and a strip of Bristol Board. When he handed back this remarkably correct bit of amateur sketching he remarked: "—and you will find the mortgage in a secret drawer of the escritoire, in the library." Modern "Improvements" have made away with this fine old Southern home, which dates back to Civil War times.*

recognized that quality, scorn would have placed its heel on Dolly and she would have gone out into the night of futility.

But the public—if it be given time, it always does know—liked "Dolly;" it became in demand. Griffith was still laughed at in the studio; he had made a "lucky hit in spite of his ignorance;" requests from exhibitors came in for "more films" like that 'Dolly' stuff."

Why?

Because an acute brain had put into that one-reel picture enough thought, action, exactness and recognizable adherence to humanity to make what would be today a four or five-reel picture, And

Because the man who had made it was, in his way, what Edison, what Galileo, what Pasteur, what Moliere, what Tolstoy, and essentially what Maeterlinck, were or are in their way.

It has been keenly said that all geniuses are inventors, for Truth is always so unknown that when given to the world it is an invention.

"Dolly" in its essentials tells the whole story of Griffith.

It was a poor little picture if looked at by today's eyes, but then it was something like an Apocalypse; the light of its meaning was to take some time to penetrate the fog of "unthought" that formed the mental atmosphere of the picture studios in those days—but it shone brightly enough to be seen; and the money it brought in sparkled in the view of Griffith's employers.

What happened in detail, the consequence of this picture excursion into beauty, will be told later.

It led to a series of photoplays which startled the Sleeping Beauty of filmdom into a royal awakening. Griffith, if not Prince Charming, was Prince Wisdom, and poor little paltering Dolly found her adventures had made the trail smooth for the rapid eager steps forward of her creator.

Dolly was vivified in her flickering reality in the early part of 1908.

Within a few months Griffith was eminent in the motion picture profession; in a couple of years he was receiving more for his work than any half dozen other men; and for four or five years past, he has been pre-eminent to the degree of having impregnated the making of pictures—which is it, art or trade?—with his personality, his methods, his brains, and energy.

Today there cannot be five minutes' discussion of pictures without Griffith's name being brought up.

Which is well for the picture business; if it had remained what it was when this man discovered it, by this time it would have gone the way of Belgian hares, Mr. Bryan's Sixteen-to-One money, and all manner of gaseous Booms.

It is a living, silently speaking profession, very probably an Art, with a promise of immortal life because Griffith gave it a soul.

Before dealing with facts, his own story of his career—it is a meagre story at that, because he is penalised by modesty—a study of what the facts indicate, will illuminate what he means to the world.

To say that a man, once an actor, now a producer, is over-modest is to invite the biting smile of unbelief.

It is a pre-historic aphorism of the stage that an actor cannot be modest and remain an actor; he might become a dramatist.

When "The Birth of a Nation" was given its first public showing in Los Angeles, a drama reviewer met Griffith in the lobby of the theater as the audience was leaving, exalted, perhaps a bit hysterical, in its astonishment at the mingling of the epically magnificent and the lyrically beautiful.

"You will make a million dollars out of that picture," said the reviewer to the producer.

He smiled patiently, evidently assuming the assertion to be but a part of the superflorescent remarks which are made to authors and producers on a first night.

"Thanks; that's impossible of course; I shall be very happy if we get our money back; the picture cost several hundred thousand dollars, but I wanted to make it because I felt it."

He had no understanding of what the success of that picture meant.

On the next day the same reviewer again met Griffith.

The producer looked rather reproachfully at the newspaperman; holding a copy of the review which the latter had written he said, "you meant it kindly, I know, but I fear you have made me seem ridiculous to the public by your overpraising of the picture. I cannot believe it is anywhere near as strong as you describe it."

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"You will find that I have understated it," retorted the reviewer. "That picture, besides making your fortune, will make you the foremost man in your line in the world."

What renders this man's success ultra-remarkable is that he is a gentleman.

He was nurtured on tender ideals of noblesse oblige; he was brought up in the midst of proud, sensitive women of Belgravian blood, and his father was a hero.

And the first object to impinge itself on his mind, his first toy, was a sword.

His father's sword.

You know or should know what Maeterlinck wrote of the psychology of a sword:

"The sword is iron and wit, steel and intelligence. * * * It is ideal and practical, chimerical and clear as lightning, insinuating, elusive, and multiform as a ray of the sun or moon. It is faithful and capricious, nobly guileful, loyally false. It decks rancour and hatred with a smile. It transfigures brutality. Thanks to the sword, reason, courage, rightful assurance, patience, contempt of danger, man's sacrifice to love, to an idea, a whole moral world in short, as by a fairy bridge swung over the abyss of darkness, enters as the master into the original chaos, reduces and organizes it."

When the child Griffith looked vainly in the impoverished home for toys, when he vociferously demanded amusement, the head of the house, the father, Colonel Jacob Wark Griffith, would put on the butternut coat, the aiguillettes and epaulets of a Confederate Brigadier General, and clasping his sword-belt on, would flash his Excalibur and thrust, parry, riposte in all the darts and flings of *carte* and *tierce,* to entertain the baby boy.

The flaming, flashing spirit of the sword entered the child's mind, filled his imagination, gave impulse to his thoughts.

And from the venerable women of the family, great-grandmother and grandmother, came the traditions of a poetic family past.

There was the family Prince; the *ap* Griffith, the son of the King of North Wales who refused to continue to give to Edward I of England the obeisance, homage, extorted from his father; *ap* Griffith put up a great fight, as surrenderless a fight as did later Brigadier General Jacob Wark Griffith whose Confederate regiment never did surrender, but simply individually wandered to its homes long after Lee had capitulated.

But *ap* Griffith was finally routed and graved, and Edward became the first English Prince of Wales.

On the other side of the house was the tale of a Lord Brayington who rose with Monmouth and was able like other noble but distinguished gentlemen to make his way to Virginia Colony.

And it was there the great-grandfather lived, who never allowed the name of England nor of anything English to be mentioned in his home.

These were the mental infant foods on which the boy Griffith was sustained in the bare little household, on a ragged edge of what had been a baronial plantation, the rest of it ripped away by the war.

And then with his ears ringing with poetic fancies, his mind filled with the inheritance from the knightly who had gone before, with the imagery of that bold symbol of chivalry, his father's sword, fascinating his impulse, the lad, a kin of the regional hero, General Robert E. Lee, a son of a daughter of the Shirley-Carter clan, the family which gave a mother to General Lee, faced the world.

There was something of the sardonic hospitality a Sansculotte would have offered a marquis in the reception the world gave young Griffith; he had to become a book agent; a cub reporter, an iron worker, a clerk in a Baptist book store,—and an actor.

In what other manners the battledores of Fortune used him as shuttlecock it is difficult to say; Griffith, unlike Dante, is taciturn about his experiences in hell.

A brilliant woman, an elder sister, Mattie Griffith, had provided him with the armor which education and culture give; she had put him through his Greek verbs and his Latin declensions; but she had wisely done more in instructing him in things more practical than the wisdom of antiquity and the lovely romances of a dead past.

Miss Griffith had herself fought for an education, and she in Griffith fashion obtained what she wanted, and gave it again to her slender, sensitive brother.

He fared forth into life, taking with no whimper its blows and its cruelty, never bowing his head, and with as stout a heart as any *ap* Griffith, Lord Brayington or

Gen. "Thunder Jake," fighting father of D. W. Griffith.

General Jacob Wark Griffith had kept from breaking in their wars.

It was a battle the boy waged and his wounds were deep; it is not difficult to picture the lad of poetic trend, with a mind as alert and thrustful as a rapier, his nature saturated with the glories of life, with his progress barricaded by futile beings, his efforts blocked by stupid unappreciation of capacity.

He was David assaulting the Goliath of unreceptiveness.

But he was a David.

Of that battle I will give further on his own self-effacing story. He really likes to talk of it, though he fancies he does not, for the warrior instinct is strong in him, and the gentle blood he inherited makes fortune secondary; he accepts a certain degree of luxury in his life, but his happiness is in endeavoring; he never succeeds with the success he aimed for; that cannot be done, for with his intense practical education he is still much of the dreamer, and we all know that dreams never come true; or if they occasionally happen to be realised they are nothing more than the prefaces to more beautiful dreams.

Now he dominates at Hollywood, the photoplay world.

Hollywood has the habit of being artistic; it was created first as a rich men's colony; it still is; multi-millionaires' palacettes dot the place between movie camps; in its early history Paul de Longpre, then a famous painter of flowers, made it his home, built there a rococo villa, established a show place of a garden, and became infected with the passion universal in Southern California of "boosting" the place.

More millionaires came in; the little town prospered in an aristocratic, dilettante manner, until some movie man found that it had a climate singularly free from "static," and clouds.

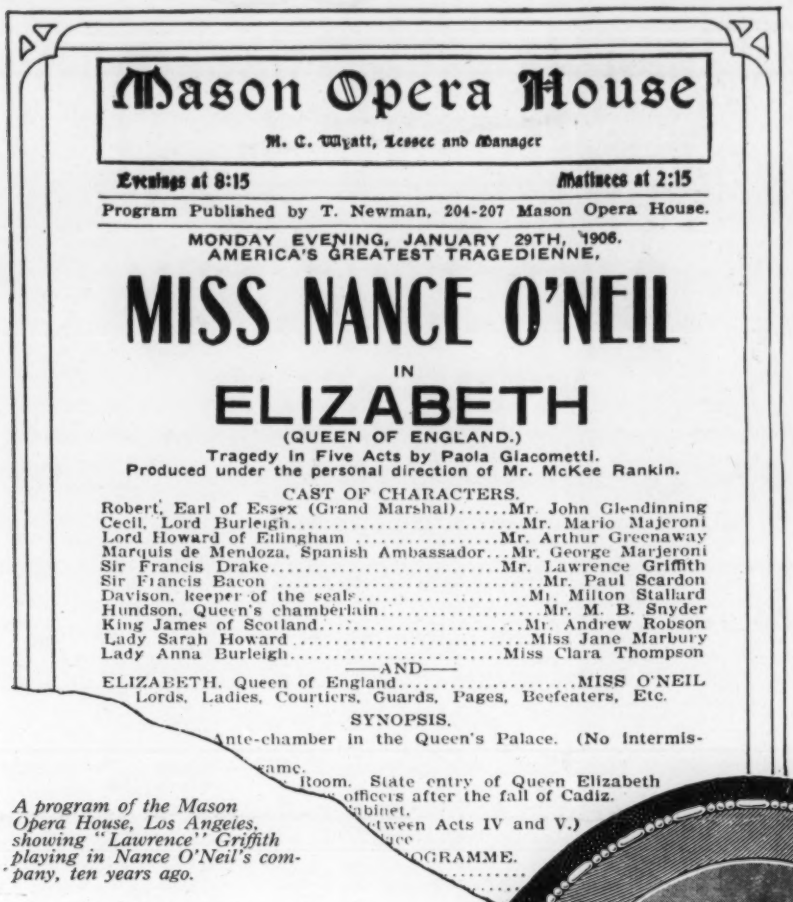
It is now the picture center of the picture world; this also has added to its millionaire class.

The Griffith studios have been known as the Majestic-Reliance; for the picture folk have learned the mystery and accompanying profit of interlocking corporations; how many there are in the Griffith place I do not know, but all are now called the Fine Arts studio.

His workshop looks very like an old-time Pacific Coast Chinatown; a series of frame buildings, evidently constructed as need came; a room jutting out here, a stairway there; open-air stages, inclosed stages looking outside like grain warehouses and inside peopled with the characters of royal literary degree. The day I walked through one of these enclosed stages, Sir Herbert Beerbohm Tree was Macbeth, the place was the royal banquet room, and the people of Shakespeare and of history were posing in courtly ease while Macbeth was drinking a toast.

From a nearby shed came the roars of Leo the Nubian lion, who was playing second lead to De Wolf Hopper in a Waldorf-Astoria comedy.

Across the road is a large lot; on this is the mystery of photoplays; enormous, solidly constructed walls of Ninevehic majesty of architecture, mammoth collosi in



Mason Opera House

M. C. Wyatt, Lessee and Manager

Evenings at 8:15 Matinees at 2:15

Program Published by T. Newman, 204-207 Mason Opera House.

MONDAY EVENING, JANUARY 29TH, 1906.
AMERICA'S GREATEST TRAGEDIENNE,

MISS NANCE O'NEIL

IN

ELIZABETH

(QUEEN OF ENGLAND.)

Tragedy in Five Acts by Paola Giacometti.
Produced under the personal direction of Mr. McKee Rankin.

CAST OF CHARACTERS.

Robert, Earl of Essex (Grand Marshal).....Mr. John Glendinning
Cecil, Lord Burleigh.....Mr. Mario Majeroni
Lord Howard of Effingham .....Mr. Arthur Greenaway
Marquis de Mendoza, Spanish Ambassador...Mr. George Marjeroni
Sir Francis Drake.....Mr. Lawrence Griffith
Sir Francis Bacon .....Mr. Paul Scardon
Davison, keeper of the seals.....Mr. Milton Stallard
Hundson, Queen's chamberlain.....Mr. M. B. Snyder
King James of Scotland.....Mr. Andrew Robson
Lady Sarah Howard.....Miss Jane Marbury
Lady Anna Burleigh.....Miss Clara Thompson

—AND—

ELIZABETH, Queen of England.....MISS O'NEIL
Lords, Ladies, Courtiers, Guards, Pages, Beefeaters, Etc.

SYNOPSIS.

Ante-chamber in the Queen's Palace. (No intermis-
same.
Room. State entry of Queen Elizabeth
officers after the fall of Cadiz.
abinet.
tween Acts IV and V.)
ace
OGRAMME.

A program of the Mason Opera House, Los Angeles, showing "Lawrence" Griffith playing in Nance O'Neil's company, ten years ago.

staff—a Palestine palace; scenes of the divine drama; there is one gallery vista of over half a mile perspective; there are architectural replicas of forgotten empires which in any other place than Hollywood would attract myriad sightseers and provoke pages of publicity.

At Hollywood the marvelous has become negligible.

On the day that the imperturbable De Wolf Hopper arrived there, he was asked what had impressed him about the huge picture plants and the region.

His reply was one that put Heinrich Heine's prophecy about the Messiah into the discard.

Heine said that "when the Messiah again comes to earth, he will not ride on an ass, but in a railway carriage."

Mr. Hopper said, "I am astonished, I marvel at everything, and particularly on seeing Christ just drive up to the studio in a Ford."

Anything can happen at Hollywood without resulting in elongation of necks.

The same is true in almost every place about Los Angeles.

Incidental to this theme, there was a time when the San Fernando people, who are calm olive and alfalfa producers, were terrorized into mobilising by Mr. Griffith.

He was putting on a pre-historic film comedy, and he had his property man buy him an ichthyosaurus; it was a practicable fellow; one that could move its head, wink its eyes,

About the time when Griffith, the youth, was dreaming of a stage career.

A Stagg close-up of Griffith directing a vast scene in his oncoming spectacle tentatively called "The Mother and The Law."

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

emit flaming breath, and walk when wound up. Its dimensions were according to Lyell; fifty or sixty feet or more long, and impressive in all proportions. The stage director started Friend Ichthy on his way to devouring a tribe of cave men, the populace of the valley sighted the monster, and the fighting men prepared to blow it off the earth, while presumably the other kind prayed.

In the center of a maze of buildings which elbow each other, arrived at by wandering passage ways, is Mr. Griffith's office; it looks like the private office of a bank president, or a department store manager; handsome furniture, rugs on the floor, cosy and elegant, it seems to be just the place for the foremost photoplay man to use as his place to work.

He occupies it possibly once a week or once a month; no one ever thinks of looking for him there, and thereby it is the only place in the big establishment where, if you can induce him to enter, you can have him to yourself for more than a few seconds.

He is too much of a worker to stay in an office; and it is probable he is too much of an artist to be quite as much of a business man as you would expect from what he has accomplished.

His personal story consists of fragmentary bits; a few facts noted during a few moments' talk; a few more another time; his horror of egotism is extreme; he cannot believe that the world is interested in himself or his past, nor what may be intimate information about his personality, and he has learned to be cautious; he hasn't written poetry since he was eighteen.

He has but one trait of the prima donna nature; he does not tell his age; some publications of a Who's Who order put his birth in 1880; this may or may not be correct.

"About myself?" he replied when asked for details, "the public can not care about that topic; you cannot improve on what was written about a real man of note once: 'He was born, he grew up, he slept a little, he ate a little, he worked a little, he loved a little—and then he died.'

"My family? I do come of good stock; my mother was a Shirley-Carter, my father was Colonel Jacob Wark Griffith of the Confederacy; old comrades of his in the war have told me he was known in the army as 'Thunder Jake,' because he never went into a charge but what his voice could be heard above the din of guns and combat, urging on his men.

"About the first thing I remember was my father's sword; he would put it on to amuse me. The first time I saw that sword was when my father played a joke on an old negro, once his slave but who with the heads of four other negro families refused to leave the plantation; those four families were four important factors in keeping the Griffith family poor.

"Down South the men usually wore their hair rather long; this negro, who in our better days had been the plantation barber, had been taken to Louisville, ten or twelve miles from our home at Bairdstown, and had seen Northern men with their close-cropped hair; when he came back he got hold of my brother and cut his hair close, Northern style.

"When father saw this he pretended to be enraged; he went into the house, donned his old uniform, buckled on his sword and pistols, and had the negro summoned.

"Then, drawing the sword, he went through the technical cuts and thrusts and slashes, threatening the darkey all the time with being cut up into mince meat.

"The old Uncle was scared pale, and I took it seriously myself until a wink and a smile from father enlightened me.

"So that sword remains the first memory I have of existence.

"We were all somewhat studious; father was a highly educated man, and an elder sister, Mattie, was a brilliantly cultured woman; she it was who gave the children their basic education; my parents always directed our studies and our thoughts toward the noble, the great in literature.

"Mattie found in her father an intellect that met her requirements and a character that she adored; she never married, and would say, either jokingly or seriously, I was never certain which, but suspect the latter, that she never had found a man equal to her father, and that none of less quality would ever satisfy her as a husband.

"Personally, I have not bothered about an ancestry; it is likely though that I was impressed in my childhood with certain family traditions which had come down through the mist of former generations; one was that *ap* Griffith, a Welch Prince of Wales, was the founder of one side of the house, and that a Lord Brayington who revolted

According to Mr. Griffith, the sight of the following poem in a magazine something over nine years ago gave him his greatest thrill; because he had written it, and it had been published. He says it was the proudest day of his life.

The Wild Duck

David Wark Griffith, in *Leslie's Weekly,* Jan. 10, 1907.

Look—how beautiful he is!
Swift his flight as a bullet
As he comes in from the sea in the morning.
For the wind is from the sea in the morning.
See! He is bound for the hilltops,
The gold hilltops, the gold hilltops.
There he will rest 'neath the flowers,
The red flowers—the white and the red,
The poppy—the flower of dreams,
The crimson flower of dreams.
There must be rest in the morning.
Happy wild duck! Happy wild duck!
For the wind is from the sea in the morning.

So will he rest 'neath the roses,
The red roses, the love roses,
And their petals will fall around him,
Sweet and warm around him,
Closer and closer around him,
Warmer and warmer around him,
Till even in the day-time the stars shall be shining.
Happy wild duck! Happy wild duck!
For the wind is from the sea in the morning.
There by the roses bloom the lilies, the flowers of peace,
The white flowers of peace,
Red and white together, red and white and red,
Waving and blowing together,
Blooming and waving together
On the gold hilltops in the morning,
For the wind is from the sea in the morning.

Ah me! but the wind soon changes in these parts,
Ah me! Ah me!
It was not so in the old days.
Look, look, ah, look, see, even now it is changing out, out to the sea!
Look, look, above the hilltops,
With eyes turned back to the mainland,
And tired wings wearily beating, but vainly,
For the wind blows out to the sea in the evening.
Poor little wild duck! Poor little wild duck!
Look, there is crimson, warm on his breast!
Look, red drops fall from his breast!
Poor little wild duck! Poor little wild duck!
In the evening,
For the wind is out to the sea in the evening.

Look! He is falling, falling out to the sea.
Ah, there is mist on the sea!
There is always mist on the sea in the evening.
Perhaps his nest is beyond, I know not;
Perhaps it is built of the mist I know not.
Only with tired wings wearily beating,
And eyes turned back to the mainland,
To the red and white and red,
Waving and blowing together,
Blooming and blowing together,
He is falling out, out to the sea.
Poor little wild duck! Poor little wild duck!
In the evening when the wind blows out to the sea!
Ah me! Ah me! Ah me!
In the evening when the wind blows out to the sea.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A view of the Fine Arts Studio at Hollywood, from the top of a huge set. Two years ago this plant consisted of a stage and a few shacks. Now it is one of the largest on the coast. In the background are seen the walls of the largest of the outdoor stages.

with Monmouth and later emigrated under duress to Virginia, was a founder of the other side of the American Griffiths.

"I used to be told of a great-grandfather in Virginia, a stormy, fierce old man who refused to allow the word England to be spoken in his presence and who, as far as he could, barred his door to anything English.

"My grandfather was a Captain David Griffith, who fought in 1812.

"It happens I do know a lot about my father, from what I have been told by Southern soldiers. Colonel Polk Johnson told me of his regiment never having surrendered, and of his having been brevetted Brigadier General.

"After I left home I walked through Kentucky and Tennessee once when I had a job as traveling correspondent and canvasser for the Baptist Weekly, and I met a man named, I think, Holly, who had served with father; I sat up all night with him listening to his stories about Colonel Griffith, whom he pronounced to be the bravest man he had ever seen in action.

" 'There was a Yankee supply train,' said Holly, 'that General Jo Wheeler had tried to capture with the regiment of another Colonel, who had been driven off by the escort of the train; but the wagons were still within striking distance and Jo Wheeler very much wanted the bacon and ammunition they contained.

" 'An orderly called your father, and Jo said to him, "Colonel, can you capture that Yankee wagon train?"

" 'Your father saluted and turned to go.

" ' "Why don't you answer me, Colonel Griffith?" said General Jo.

" ' "I'll answer you in five minutes," said your father, and in that time he had the train on its way into our camp.'

"This incident I have found verified in Jefferson Davis' 'Rise and Fall of The Confederacy.'

"My first, and my last ambition, until Fate turned me into a picture man, was to be a writer. I determined on that when I was six years old. My father's sword and its early effect on my mind, his noble career,

(Continued on page 162)

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Name.....

Address.....

.....

David Wark Griffith

(Continued from page 37)

his wounds, for he was shot all to pieces, did impart a martial trend to my character, but there was no war, and the scholarly atmosphere of my home, I suppose, was responsible for my inclination to become a great literary man.

"As soon as I was big enough I began my own personally conducted tour of Life; I went to Louisville and got a job as reporter on the Courier-Journal. I did not meet Marse Henry then. I wish I could have done something to make him notice me, but I did not; in some way I was put to work writing notes about theatrical matters. With my night police assignment and a general hunt for items, I determined to become a dramatist.

"I received emphasis for that inspiration on seeing my first theatrical performance; in it was Pete Baker, who sang 'America's National Game.' Then I saw Julia Marlowe and Robert Taber in 'Romola.'

"That settled everything; I was to be a great dramatist. First it was necessary to secure some advice, so I called on the stage manager of the company at the Louisville theater and told him my scheme of life.

"He approved it thoroughly and solemnly; but he explained to me that no man could ever write a good play who was not an actor; he cited Shakespeare and Moliere, and Dion Bouccicault and Gus Thomas, and as he was an authority I accepted his advice, thereby breaking a universal, time-honored rule, and became an actor. I played in stock at Louisville, and after many ups and more downs, I had some good engagements.

"My first part was the Clergyman in 'Trilby,' I wasn't twenty then and I was paid eight dollars a week; then, later, I joined Walker Whiteside on tour through Iowa. I never have since then been in sympathy with Iowa ideas. After that I had a wide experience in characters, heavies and leads.

"It isn't all so long ago, yet I played one season with Helen Ware before she was discovered, and then with J. E. Dodson as de Maupret to his Richelieu, and was given a good notice by Alan Dale, which confirmed my suspicion that I was quite a good actor. It secured me as well an increase in salary. Then came a season with Nance O'Neil in

Shakespeare and Ibsen, in Boston; the re- gave me corking good notices there but of course Shakespeare and Ibsen couldn't be roasted in Boston.

"And reviewers are not always over perceptive; there was a time when I was with Nance O'Neil and McKee Rankin right here in Los Angeles at the Mason theater, when Rankin was ill one night; I had been playing Magda's preacher lover, but when Rankin did not appear I was thrown into his part of the father. I stuffed out my clothes and went through the part with no change of name on the programme. The next morning's papers had most eulogistic notices of Mr. Rankin's thoroughly artistic acting, and the world looked very brilliant to me that day.

"All the time my determination to be a dramatist was unshaken. I had, before getting deep in the theater, written two poems and a story; one of the poems I had sent to John Sleicher, editor of Leslie's weekly, and he bought it; he paid me thirty-five dollars!

"Ah! When Leslie's came out with my poem in it—that was the one day of all life. It was called 'To A Wild Duck.' It was a serious poem and not written on that subject because I was hungry. I bought a copy of the magazine and entered a subway train; I read the verses carelessly, registering indifference, and rolled the paper up and put it in my coat pocket; but—I couldn't stand it; it seemed as if everyone in the car would know I had written that poem, but I had to read it again; I pulled the paper out of my pocket, scanned the advertisements, and then as if by accident turned over to the poem and savored Victory again.

"Can I remember it? Huh! let me see. The first line ran, 'See how beautifully—' 'See how beautifully—' No, it's all gone; I'm not even sure of the first line! And that was the happiest moment of my life—with what caused it forgotten. There might be something of a theme for a poem in that situation.

"Naturally I wrote another poem, and sent it to McClure's. It came back; but you must pardon me, for a poet has to be proud, while a picture man may be very modest; it came back, but with a personal letter from Colonel McClure saying the committee of five editors who passed on contributions had voted three to two against

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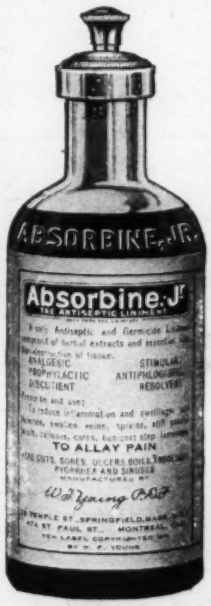

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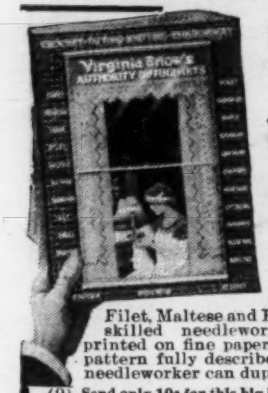

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accepting the verses, but would [illegible] enough to send in some more.

"I did not; but I sold a story [illegible] same month, and I began to write Sunday 'Sup' stuff; I couldn't sell these specials myself, but I became acquainted with a very popular newspaper woman who was paid a high space rate; I would give her my stories and specials, and she would put her 'by line' on them, sell them, and give me half the money.

"And then I wrote my play; *the* play.

"It was called 'A Fool and a Girl.'

"I decided when it was finished that it was a good play, and I took it to James K. Hackett, who read it. 'My boy,' he said in his vigorous way, 'this is one of the best plays I have ever read; I'll produce it!'

"That day of the first poem appearing was as nothing; I must have been unbearably happy—until I met Mr. Hackett's stage director.

"He read the play; he turned to me when he had finished reading and said, 'Your play's rotten. It will never go; the governor's blowing himself in by giving you a production. Why, man alive! you make your characters talk and behave like real people. Rotten!'

"Then he censored the play; he improved it; he deprived it of the sin of picturing real men and women on the stage and changed them into people of the theatrical mind.

"But even at that it flivvered.

"I was sure it was because the stage director had changed it, but—I knew Wilfred Lucas then, who is with me now, and I asked him to read the play; he did so, but he has always refrained from telling me what he thought of it.

"Come to think it over, there was something of a coincidence about that play and 'The Clansman'; the play had an important character who was a white man with a strain of negro blood.

"It was good training while that play was being put on; I lost twenty pounds of flesh a week, and my temper.

"I learned how to suffer, a knowledge that often has come in useful to me in the picture business.

"If you've ever had any disagreeable portion of your life, you understand the times of stress, the episodes where you licked or were licked, we look back upon—having passed them—with keen joy.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

EPOCH PRODUCING CORPORATION

Balance Sheet

As at July 1, 1916.

Assets.

Current Assets:			
Cash in Central Trust Company			$ 28,544.21
Accounts Receivable:			
W.N.Seligsberg		$ 100.00	
Triangle Film Corp.		4,366.51	
Wark Producing Corp.		170.30	
W.E.Burlock-English Cos.		8,618.95	
G.C.Smith-South American Co.		2,971.62	
Howard Herrick-Manager		200.00	
Total Accounts Receivable			16,427.38
Total Current Assets			44,971.59
Working Assets:			
Cost of Production		108,475.74	
Cost of Production Supplies	94,336.76		
Less Reserve for Depreciation	18,867.34	75,469.42	
Total Working Assets			183,945.16
Prepaid Assets:			
Unexpired Insurance			1,045.95
			$229,962.70

Liabilities.

Current Liabilities:			
George Bowles-Australian Company			$ 445.07
Thomas Dixon Royalty Account			3,572.31
David W.Griffith Royalty Account			5,358.46
Total Current Liabilities			9,375.84
Capital Stock			
Authorized:			
1,250 Shares of a par Value of $100 each	$125,000.00		
Issued:			
1,100 Shares of a par Value of $100 each			110,000.00
Surplus:			
Balance March 13, 1915		280.00	
Profit as per Profit and Loss Statement		709,806.86	
		710,086.86	
Less Dividends paid from May 1,1915 to July 1, 1916,		599,500.00	
Surplus as at July 1, 1916			110,586.86
Total Capital and Surplus	$220,586.86		
			$229,962.70

EPOCH PRODUCING CORPORATION

Profit and Loss Statement

From March 3, 1915 to July 1, 1916.

	Gross Receipts	Expenses	Net Earnings
Company "A"	$ 472,678.20	309,205.91	163,472.29
" B	403,215.48	188,261.23	214,954.25
" C	461,390.51	305,904.15	155,486.36
" D	206,606.75	90,233.82	116,372.93
" E	199,511.76	82,081.48	117,430.28
" F	206,137.75	92,234.96	113,902.79
" G	181,785.99	87,260.96	94,525.03
" H	221,148.73	76,495.83	144,652.90
" I	170,697.68	61,054.91	109,642.77
" J	149,217.65	52,720.29	96,497.36
" K	139,555.30	60,804.62	78,750.68
" L	103,558.44	39,391.69	64,166.75
English Company No. 1	34,109.96	47,992.62	13,882.66
" " " 2	33,289.17	25,162.56	8,126.61
Australian Company No. 1	6,250.56	11,695.63	5,445.07
South American Company No. 1	8,028.85	17,057.23	9,028.38
	$2,997,182.78	1,547,557.89	1,449,624.89

Total Net Earnings from Exhibiting Companies		1,449,624.89
General Expenses:		
Salaries	62,685.33	
Rent	4,051.57	
Telegraph and Telephone	3,651.44	
Furniture and Fixtures	2,387.85	
Postage and Supplies	4,402.99	
Censorship	11,559.55	
Traveling	14,338.64	
Advertising	2,968.42	
Insurance	8,902.35	
Legal	68,840.27	
Taxes	8,002.54	
Printing	6,469.49	
Storehouse Labor and Equipment	1,159.99	
Sundries	5,175.91	
Total General Expenses		204,596.34
Net Operating Expenses		1,245,028.55
Other Income:		
Sale of City and State Rights	336,084.42	
Royalties and Management	1,906.22	
Interest and Discount	83.10	
Royalties on Music	144.84	
Total Other Income		338,218.58
Total Income		$1,583,247.13
Deduct:		
Royalty	846,786.16	
Production Supplies	7,786.77	
Reserve for Depreciation-Production Supplies	18,867.34	
Total Deductions		873,440.27
Net Profits for the Period		$ 709,806.86

EPOCH PRODUCING CORPORATION

Sale of City and State Rights

From March 3, 1915 to July 1, 1916.

Location	Income from Sale	Income from Percentage of Operations	Total
California	$ 20,000.00	---	20,000.00
Canada	40,000.00	7,047.30	47,047.30
New England	50,000.00	14,715.89	64,715.89
Portland, Oregon	5,500.00	---	5,500.00
Spokane and Seattle	11,000.00	---	11,000.00
Western	100,000.00	57,067.70	157,067.70
Wisconsin	11,000.00	19,753.53	30,753.53
	$237,500.00	98,584.42	336,084.42

EPOCH PRODUCING CORPORATION

Royalty Statement

As at July 1, 1916.

Income from Exhibiting Companies		$ 2,997.182.78
Expenses of Exhibiting Companies		1,547,557.89
Total Net Earnings from Exhibiting Companies		1,449,624.89
Other Income:		
Sale of City and State Rights	$ 336,084.42	
Royalties and Management	1,906.22	
Interest and Discount	83.10	
Royalty on Music	144.84	
Total Other Income		338,218.58
George Bowles, Australian Company,		445.07
Total Income		1,788,288.54
Expenses:		
General Expenses	205,646.12	
W.E.Burlock, English Companies,	8,618.95	
G.C.Smith, South American Company,	2,971.62	217,236.69
Gross Profit		1,571,051.85
Accounts:		
Triangle Film Corp.	4,366.51	
Howard Herrick	200.00	4,566.51
Net Profit		1,566,485.34
Capital Invested:		
Cost of Production	110,000.00	
Cost of Production Supplies	102,123.53	212,123.53
		1,354,361.81
Errors in Royalty Statements		496.08
Net Profit available for Royalty and Dividends		1,354,857.89
Profit available for Dividends - 37 1/2%		508,071.73
Net Amount of Royalty,		$ 846,786.16

Appropriation of Royalties:

25% of Net Profits to Thomas Dixon	338,714.46	
37 1/2% of Net Profits to D.W.Griffith	508,071.70	$ 846,786.16

EPOCH PRODUCING CORPORATION

Distribution of Royalties and Profits

From March 3, 1915 to July 1, 1916.

	(25%) Thomas Dixon	(37 1/2%) D.W.Griffith	(37 1/2%) Profit & Loss	Total
Earned	$338,714.46	508,071.70	508,071.73	1,354,857.89
Distributed	338,714.46	508,071.70	489,500.00	1,336,286.16
Undistributed			$ 18,571.73	18,571.73

U

Mr Griffith

July 1st, 1916.

D.W.Griffith,

In Account with

Epoch Producing Corporation,

Net earnings month of June,1916, as per treasurer's report,		34,289.24
Your share, 37½%		12,858.46
Dr.		
June 2 Cash, D.W.Griffith	4500.	
" " (assigned)	3000.	7,500.
Balance due July 1,		$5,358.46

July 1, Bal.due D.W.Griffith, 60% $3,215.08

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IN PENNSYLVANIA AND
NEW JERSEY
AND
D. W. GRIFFITH'S
"THE ESCAPE"
IN PENNSYLVANIA

July 12, 1916.

Mr. A. H. T. Banzhaf,
New York City.

Dear Mr. Banzhaf:-

I expressed the two prints of "THE AVENGING CONSCIENCE" today by Adams Express to David W. Griffith Corporation, Longacre Building, New York. These prints are not good for any further use, so you can do with them what you will. We are discontinuing booking "THE AVENGING CONSCIENCE" but we do not surrender the rights to Pennsylvania and New Jersey, which have nearly four more years duration, so kindly hold this territory for us until the contract expires, in case we should again want to make use of the rights or in case the T. R. Film Co. of Chicago, should care to exercise their contract, while still in force.

Very truly yours,

J. S. McSween

WESTERN UNION TELEGRAM

Form 167

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

RECEIVER'S No.	TIME FILED	CHECK

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to

New York City, N.Y.
July 25-1916.

D. W. Griffith:-

K & B as well as myself have made satisfactory contract with the "T" Company and Bankers however the financial deal can not be fully consumated until the bankers have all signatures releasing pooled "T" stock under depositary agreement Bankers are doing everything possible and trying hard to satisfy every one connected with "T" Company However their loan agreement expires on August 5th. and unless thay are able to obtain our signatures for consent to release stock referred to above in my opinion everything will be in a terrible chaos and you should absolutely be here immediately for your own interest as well as the interest of every one concerned Please wire me at once when you will leave

Mack
Hotel Knickerbocker

Rec'd A.M.S. 7/25/16

ALL TELEGRAMS TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a telegram should order it REPEATED, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated telegram rate is charged in addition. Unless otherwise indicated on its face, THIS IS AN UNREPEATED TELEGRAM AND PAID FOR AS SUCH, in consideration whereof it is agreed between the sender of the telegram and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED telegram, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED telegram, beyond fifty times the sum received for sending the same, *unless specially valued;* nor in any case for delays arising from unavoidable interruption in the working of its lines; *nor for errors in cipher or obscure telegrams.*

2. In any event the Company shall not be liable for damages for any mistakes or delays in the transmission or delivery, or for the non-delivery, of this telegram, whether caused by the negligence of its servants or otherwise, beyond the sum of FIFTY DOLLARS, at which amount this telegram is hereby valued, unless a greater value is stated in writing hereon at the time the telegram is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this telegram over the lines of any other Company when necessary to reach its destination.

4. Telegrams will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the Company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this Company concerning telegrams until the same are accepted at one of its transmitting offices; and if a telegram is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the telegram is filed with the Company for transmission.

7. *No employee of the Company is authorized to vary the foregoing.*

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED
NEWCOMB CARLTON, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT TELEGRAMS

Accepted up to 2.00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the next ensuing business day.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rate for each additional 10 words or less. Subordinate to the priority of transmission and delivery of regular telegrams. Must be written in plain English. Code language not permissible. Telephonic delivery permissible. Day Letters received subject to express understanding that the Company only undertakes delivery of the same on the day of their date subject to condition that sufficient time remains for such transmission and delivery during regular office hours, subject to priority of the transmission of regular telegrams.

NIGHT LETTERS

Accepted up to midnight for delivery on the morning of the next ensuing business day, at rates still lower than standard night telegram rates, as follows: The standard day rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard day rate for 10 words shall be charged for each additional 10 words or less. Must be written in plain English. Code language not permissible. Mail delivery, postage prepaid, permissible.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mrs. Mary Pickford
Office Boston, Mass
Oct 1917.

Epoch Producing Corporation
August 1st, 1916.

TREASURER'S REPORT FOR JULY 1916.

			Dr.	Cr.
Income Co. "A"		6,666.83		
B		5,309.25		
" English Co. #1		9,756.42		
" " " " office expense		381.05		
" " " #2		3,596.43		
" " " " office expense		285.84		
" Australian Co. #1		3,557.99		
" " " #2		4,289.07		
" So. American Co. #1		4,949.96		38,792.84
Rights: New England		74.53		
Western		6,648.59		
Wisconsin		691.56		7,414.68
W.E. Burlock, Mgr.				1,959.90
Income from all sources				48,167.42
Expense: General	7,368.81			
Co. "A"	5,771.05			
B	10,731.07			
Eng. Co. #1	6,761.53			
" " #2	3,792.82			
So.American Co.#1	3,737.59			
Australian Co.#1	2,268.73			
" " #2	2,558.05		42,989.65	
Production Supplies			904.53	
George Bowles, Mgr.			3,020.28	
Howard Herrick, "			2,000.	
Claud Saunders, Mgr.			150.	
Guy C. Smith, "			1,212.37	
Wark Producing Corporation			9,500.	
				59,776.83
Total Income for July,				48,167.42
Loss				$11,609.41

August 1st, 1916.

D.W. Griffith,

In Account With

Epoch Producing Corporation,

Loss, month of July, as per Treasurer's Report,	11,609.41	
Your Share, of Loss, 37½%	4,353.53	
Error, Statements for May and June, as per certified accountant's report, over credits $426.25		
Your share, 37½%	159.84	
	4,513.37	
Balance Royalty due you less advances as per statement, July 1st		5,358.46
Your share of Loss July and over credits May and June,		4,513.37
Balance,		$ 845.09

Aug. 1, Balance due D.W.Griffith, 60%, $507.05

DAVID W. GRIFFITH, PRESIDENT

ALBERT H. T. BANZHAF, SECRETARY AND TREASURER

DAVID W. GRIFFITH CORPORATION

EXECUTIVE OFFICES:

LONGACRE BUILDING, 42ND STREET AND BROADWAY, NEW YORK

TELEPHONE, BRYANT 5293--5294

Aug. 3, 1916.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York City.

Dear Sir:-

Am enclosing herewith your salary check for July, also two other checks, which please sign and return to me. There was one check with your signature which I used for my salary.

Will you kindly send me cancelled checks and bank statement for July?

Thank you.

Yours very truly,

R. Harris

RH

(Enclosures)

California State Mining Bureau

Department of Petroleum and Gas

Report on Proposed Operations

Los Angeles, Cal. August 4, 1916

No. CC 126

Mr. R. P. McLAUGHLIN

State Oil and Gas Supervisor

Ferry Building, San Francisco, Cal.

Dear Sir:

In compliance with Chapter 718, Statutes of 1915, I have carefully examined all available information bearing upon the proposal of David W. Griffith (Company name)

dated July 6, 1916, to abandon (Deepen, redrill or abandon) Well No. 1-

Section 36 T. 3-N R. 15-W, San Fernando Oil Field,

Los Angeles County.

I recommend Note that notice dated July 6 received July 8 of work to begin July 9; also that when I visited well on July 12, casing had been pulled, notwithstanding request for log of well had not been complied with or the time required by Sec. 16, Chapter 718, Statute 1915 had not elapsed. Log filed on July 21 and situation investigated: other than the failure to comply with law as above noted, I see no objection to proposed work. I do not think damage will result to oil measures from pulling well without plugging hole.

A copy of this report has been mailed (Mailed–delivered) to Carl Sternloy, (Authorized agent)

at San Fernando, Cal.

Respectfully submitted

R. L. B. Moran

Deputy State Oil and Gas Supervisor

Form 111. 9-28-15—4M—19389

The Mission Inn,
Riverside,
California,
August 6, 1916.

Mr. D. W. Griffith:

Dear Sir:-

I saw last night your trial representation of the great moving picture film of "INTOLERANCE", a really amazing piece of work, involving enormous difficulties.

I was especially impressed with the faithfulness of your representation of the fall of Babylon and also with the extraordinary reproduction of the glory of the city and the march of its armies.

The reproduction of the Massacre of Saint Bartholomew and of the hatred and intolerance which brought about this and other horrors of history is very faithfully shown. I think that there is a moral gain in not showing the trappings of war without some hint of the squalid horrors these trappings are employed to cover.

The general lesson of the play, that of the evils of intolerance and of carelessness as to the feelings and the rights of others is an excellent one, and I congratulate you on a piece of work inherently great and sure to be successful with the public.

Very truly yours,

David Starr Jordan

(Stanford University,
California.)

Los Angeles, Calif.
Aug 7, 1916.

To Robert Goldstein,
Continental Producing Co.,

For the sum of $1.00 paid in hand to me at this date and other valuable consideration, I hereby agree that I will not produce, or any company that I am connected with will produce, or caused to have produced, or prepare for the production of, a motion picture on the subject of the American Revolutionary War, or period, for at least one year from date.

If at any time I should break this agreement, I hereby admit that I am liable to Robert Goldstein for such damages as he, or the Continental Producing Company may sustain from such action on my part.

Signed.

A

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS.

D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
"THE BIRTH OF A NATION"

PRODUCED BY

EPOCH PRODUCING CORPORATION

EXECUTIVE OFFICES
Longacre Building, 42nd Street and Broadway, New York
TELEPHONE, BRYANT 5293--5294

J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

New York, August 9th 1916.

To the Stockholders of the Epoch Producing Corporation:

We are sending herewith a statement of the affairs of this company as of the 1st day of July, 1916. We believe that it will be satisfactory to all Stockholders.

Respectfully,

EPOCH PRODUCING CORPORATION
By

Albert H. T. Banzhaf
Treasurer

"RESOLVED: That the President and Secretary of All Star Features Distributors, Inc., a California corporation, either jointly or severally, be and they are hereby authorized for and in behalf of said corporation, upon such terms and conditions as in their judgment may seem best, to purchase or lease motion pictures or film productions, and in that behalf to make, execute and deliver any and all contracts in writing in the matter of the purchasing or leasing of said motion pictures, and for and on behalf of said corporation, and as a portion of the purchase price or rental consideration thereof to make, execute and deliver the promissory note or notes of this corporation."

I, J. SAMUELS, Secretary of All Star Features Distributors, Inc., a California corporation, do hereby certify that the foregoing is a full and true copy of a resolution regularly adopted at a meeting of the Directors of All Star Features Distributors, Inc., held on the 10th day of August, 1916, at which all of the Directors were present and voted in favor thereof, and that the same has not been rescinded or revoked and is in full force and effect.

Dated this 10th day of August, 1916.

J. Samuels

Secretary All Star Features Distributors, Inc.

A G R E E M E N T

THIS AGREEMENT Made and entered into this 17th day of August, 1916, by and between David W. Griffith of Los Angeles County, California, party of the first part and Carl Sternlov, Trustee, of the same place, party of the second part.

W I T N E S S E T H:

That the party of the first part for consideration as hereinafter specified and stipulated, agrees to furnish and permit the use by the party of the second part, whatever oil well machinery, tools, pipe, boilers and equipment that may be necessary for the development of a certain oil lease as hereinafter specified.

PROVIDED that no other machinery, tools, pipe, boilers and equipment shall be furnished by the party of the first part, except such machinery, tools, pipe, boilers and equipment now located on the Griffith ranch and only such parts as may be necessary for the development of oil lease as hereinafter set forth.

PROVIDED that on the completion of the said developing or at any time such developing shall be abandoned for any cause whatsoever, all such machinery, tools, pipe, boilers and equipment shall be returned by the party of the second part as may be directed by the party of the first part, reasonable wear and tear excepted.

In consideration of the foregoing the party of the second part agrees to assign an oil lease held by himself on what is known as the John Hinckle property located immediately south and adjoining what is known as the Griffith ranch, a copy of which lease is hereto attached, on the following terms and conditions: Said party of the second part agrees to form a corporation and assign said lease to such corporation. The said corporation shall be incorporated under the laws of the State of California

with a capital stock of $50,000. par value $1.00.
The party of the second part agrees at all times to keep in his possession and in his name the controlling interest or not less than fifty-one (51%) per cent of said capital stock; that one-fifth (1/5) of the capital stock of said corporation shall be held in reserve in the treasury of the corporation to be issued if necessary to defray operating expenses.

It is further agreed that the party of the second part and the corporation to be formed by the party of the second part in consideration of the use of the said machinery and equipment, will pay to the party of the first part twenty (20%) per cent of the net profits of said corporation. It is also agreed that one (1) share of stock shall be issued and delivered to the said party of the first part.

It is further agreed that the profits to be paid to the said party of the first part shall be paid on the tenth of each and every month and the said corporation shall furnish the party of the first part a detailed report of profits and expenditures with each payment.

The party of the second part further agrees not to assign said lease until a voting trust agreement is entered into by and between the party of the first part and the party of the second part hereto.

It is further agreed by and between the parties hereto that the conditions and terms of this contract shall be applicable to any and all additional land either rented, leased or purchased or in any other manner held or worked by the said party of the second part or the corporation to be formed by him, provided that the party of the first part furnishes for the second party's use any oil well machinery or equipment.

WITNESS our hands and seals the day and year first above written.

Party of the First Part

Carl Sternlov

Party of the Second Part

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A G R E E M E N T

A G R E E M E N T

THIS AGREEMENT, made and entered into this 3d day of August 1916 A. D. By and Between JOHN C. HINKLE, and SARAH E. HINKLE, his wife, parties of the first part, and CARL STERNLOV, TRUSTEE, party of the second part,

W I T N E S S E T H: That for and in consideration of the sum of Ten Dollars ($10.00), gold coin of the United States, paid to the parties of the first part by the party of the second part, the receipt whereof is hereby acknowledged, and in consideration of the covenants and agreements herein contained, the parties of the first part hereby let and lease unto the party of the second part, his heirs and assigns, the exclusive right of drilling, operating for and developing and removing petroleum, oil, naptha, natural gas, asphaltum, and other mineral substances in the lands hereinafter described, to-wit:

> The Northwest corner Six Hundred twenty-four (624) feet by Four Hundred Twenty (420) feet, of Lot Three (3), Section One (1), Township Two (2) North, Range Fifteen (15) West, San Bernardino Meridian.

ALSO the necessary roads and rights of way for pipe lines for oil and water; and the right to use necessary water developed by said party, and also right of way for telephone lines required for carrying on said business; and any pipe line shall be so laid as not to interfere with the ordinary cultivation of said lands, and all work herein allowed shall interfere as little as practicable with the cultivation or pasturage of said lands.

Within eight months from date hereof, said party of the second part shall drill to a depth of One Thousand (1000) feet, unless oil in paying quantities shall be obtained at a less depth;

or, at less depth it shall be clearly shown and indicated that no oil exists in paying quantities at that place; or unless the well shall have to be abandoned by reason of water being encountered in such quantities or under such pressure as to render it impossible to continue drilling or shut the water off.

IT IS FURTHER STIPULATED AND AGREED that should said party of the second part fail to drill to a depth of one thousand feet or obtain oil in paying quantities at a lesser depth within eight months from date hereof, the sum of Twenty-five ($25.00) Dollars for each and every month thereafter shall be paid to the parties of the first part until such time as oil in paying quantities is obtained (unless obstacles beyond human control has delayed).

AND IT IS FURTHER AGREED that the party of the second part shall commence and drill to completion three (3) additional wells (making four in all) within a period of three (3) years from date hereof, and on the same terms as the first well, said wells to be spaced not less than two hundred and fifty (250) feet apart.

IT IS HEREBY AGREED, that if said second party shall fail to obtain oil in paying quantities, said party shall then cancel and surrender this lease unto said parties of the first part, said second party having the right to remove from said lands all buildings, tanks, pipe lines, engines, boilers, rigs, tools, casing and derricks, except such casing as may then be in place within any wells which by reason of the flow of water should be maintained or capped; and at termination of this lease, the said parties of the first part shall have the right to select such wells as they desire to maintain or cap, and for any casing so left in wells, they shall pay unto said party of the second part, the value of the then market rates.

IT IS HEREBY AGREED, that at the expiration of this lease, all wells that are then producing oil may be retained and operated by the said party of the second part on the same terms as to royalty and all other conditions herein specified, and all rights for water, rights of way, pipe lines for oil and water, and telephone lines herein granted, as may be necessary to operate said wells and conduct such business as long as said wells shall continue in paying quantities. While said party of the second part operates said wells, the parties of the first part shall not drill or permit others to drill or operate for oil within the boundaries as above stated in this agreement, the right to so retain possession and operation of said wells, after the expiration of this lease, to continue for a term of ten years from the date of the expiration of this lease, unless said wells shall fail to produce oil in paying quantities within a less period of time.

In the event that oil or other hydro-carbon substances be found and obtained, the party of the second part agrees to deliver or pay as royalty to the parties of the first part, at the wells to be drilled hereunder, a one-eighth part of all the crude oil or petroleum, naptha or maltha which may be produced and saved, by the lessee from his said lease of said premises, which remains after taking from said total quantity required for fuel purposes in said mining and drilling operations, delivered free of charge in the pipe lines and tanks belonging to the said party of the second part when drilling, transporting and storing the oil produced upon said premises.

But until pipe lines and tanks are provided, the parties of the first part are to furnish barrels of forty-two (42) gallons each for the same, and if the parties of the first part shall neglect to provide such barrels or other means of transportation for their said portion of said oil at the time when the deliv-

eries are to be made, the party of the second part may store, transport and sell the same with the remainder, or their part of the remainder of said production, and shall account to the parties of the first part for the net proceeds of the sale of said portion thereof, after deducting from the gross proceeds of such sale the usual charges for making such sales and for the use of tanks, pipe lines, cars and terminal facilities, owned, controlled or used by said party of the second part, and deducting the usual charges for losses, leakage and insurance.

IT IS HEREBY AGREED that the said parties of the first part shall have the right to elect whether they will take the rents or royalties due under the terms of this lease, in oil, or in coin, and shall give notice in writing to the said party of the second part of such election immediately after being notified that there is,a production of oil obtained upon said premises.

And the said party of the second part agrees on the 10th day of each month to render a statement of the amount of oil produced and obtained during the previous month and also a statement showing an account of the sales made during the previous month,and shall pay to the parties of the first part their proportion of the product which has been sold during the previous month, it being understood that in case of loss by fire, or by inability to collect, or if by any other reason, the said parties fail to receive the money for the products sold, then the first parties shall stand their proportion of the loss.

Said second party agrees that the said first parties or their legal representatives shall have at all reasonable times, access to their books and accounts, and shall have the right to examine and gagee, any and all tanks and wells for the purpose of verifying what the party of the second part has

rendered them.

Upon the failure of the said second party to comply fully and fairly with each of the conditions set forth, twenty days after notice in writing so to do, by the said parties of the first part, then all rights under this lease shall terminated and be forfeited.

THIS AGREEMENT shall be binding upon the heirs and assigns and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____day of_____ One Thousand Nine Hundred and Sixteen.

John E Hinkle

S E Hinkle

Carl Sternlov

Trustee.

A G R E E M E N T

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

AUG 27 PM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

16 BROAD ST N.Y.

RECEIVED AT 16 BROAD ST. (STOCK EXCHANGE BLDG.), NEW YORK ALWAYS OPEN

150CHDW 15

DWG. Cop see

HO LOSANGELES CAL 950 AUG 27TH 1916

ALBERT H T BANZHAF

1738

2 RECTOR ST NEWYORK

TWO HUNDRED REQUIRED THIS WEEK FOR SALARIES RENTS ETC ALSO

THREE EIGHTY SEVEN FOR CASTERS

E C BIDWELL

120P

200
387
587

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

See check
DWG Cop 59

COMMERCIAL TRUST COMPANY
OF NEW JERSEY.

No. 14906 $20

Jersey City, N.J. 29 Aug 1916

Received from Chas Lebster Jennings Esq

Forty Dollars,

for use of Safe No. 97 in the Vaults of this Company

from 1 Sept. 1916 to 1 Sept. 1917 Subject to the

Rules and Regulations of this Company.

M Jenan

Assistant Secretary.

RULES AND REGULATIONS

OF THE

SAFE DEPOSIT DEPARTMENT OF THE COMMERCIAL TRUST COMPANY OF NEW JERSEY

The vaults will be open from 9 A. M. to 5 P. M. of each business day, excepting Saturday, when the hour of closing will be 12 M.

The contents of safe must not be examined in the vault, but in the rooms provided for that purpose.

The use of a safe is in every instance granted by the Company, and accepted by the person using the same, upon the express understanding and agreement that the Company may terminate such use and require the vacation and surrender of the Safe and of the Keys or combination thereof at any time upon the repayment or tender of repayment of the *pro rata* proportion for the unexpired time of the amount paid for the use of the Safe. This Company is not responsible for contents of safe unless by special contract.

The Assistant Secretary must be immediately notified of change of Business Address or Residence.

Deputies can be appointed only in person or by power of attorney properly acknowledged.

Safes must not be left unlocked at any time.

If a Key is lost the Company should be notified without delay, and the remaining key brought here, that the lock may be changed. Lost keys must be paid for. Safe holders receive at least two keys.

Payments for the use of Safes or for Storage are due and payable in advance.

The Company has the option to consider that the Safe is not surrendered until the Keys are returned, or the Company is notified in writing.

The Joint Tenants' Safes, either party has the right to surrender the safe.

DAVID W. GRIFFITH, PRESIDENT

ALBERT H. T. BANZHAF, SECRETARY AND TREASURER

DAVID W. GRIFFITH CORPORATION

EXECUTIVE OFFICES:

LONGACRE BUILDING, 42ND STREET AND BROADWAY, NEW YORK

TELEPHONE, BRYANT 5293--5294

Aug. 29th, 1916.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:-

Will you kindly deposit the enclosed check for $10.50 for posters sold to the C-A.C. Film Co., Seattle, Wash.

Yours very truly,
R. Harris

(Enc.)

Epoch Producing Corporation

Treasurer's Report for Month of August 1916

Income	A Co.	$8832.86	
	B Co.	3044.34	
	C Co.	5508.00	
English Co. #1		7036.06	
"	"Office	285.67	
English Co. #2		18701.72	
" Office Expense		666.46	
Australian Co.#1		11591.79	
" #2		6954.45	
So.American #1		7336..08	
So.American #2		7029.08	$76,986.51
New England Rights		199.64	
Western		13089.13	
Wisconsin		399.19	13,687.96
Royalty on Music			142.86
AustralianCos. #1 and #2(Geo.Bowles,Mgr)			605.94
Howard Herrick,Mgr. Return of sinking Fund			$2800.
Guy C.Smith Mgr. So.American Co's.			3223.87
			$ 96,847.14

Expense	General	$7043.80	
Co.A.	Co.A.	6425.35	
	Co.B	5204.29	
	Co.C.	3907.76	
Eng.	# 1	5207.22	
"	#2	14396.21	
So.Am.	#1	8504.44	
"	#2	9084.59	
Aust'n	#1	8844.69	
"	#2	5323.22	
		$73941.57	
Production Supplies		178.92	
W.E.Burlock,Mgr.		6134.35	
Claude Saunders,Mgr.		150.00	
F.R.Weifel,Mgr.		500.00	80,904.84
		PROFIT.	15,942.30

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

September 1,1916

D.W.G. Corporation:
In account with
Epoch Producing Corp.

Net Earnings Month of August,1916 as per Treasurer's Report:		$15,942.30
Your Share 37-1/2 %	$5,978.35	
Balance Due you as Per statement August 1,1916	845.09	
	6.823.44	
60% of Above	4,094.06	

Sept 1916

KNOW ALL MEN BY THESE PRESENTS, That I, David W. Griffith, of the City of New York, and State of New York, in consideration of One ($1) dollar lawful money of the United States, to me paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and other good and valuable considerations, have sold, assigned, transferred and set over, and by these presents do sell, transfer, and set over unto D. W. G. Corporation, a corporation duly organized under the laws of the State of Delaware, its successors and assigns, to its or their own proper use and benefit all moneys now due me for sums advanced by me to the Wark Producing Corporation, of New York City, N. Y., pursuant to a certain contract between said Wark Producing Corporation and myself, dated the 27th day of December 1915.

And I do hereby give the said D. W. G. Corporation, its successors and assigns, full power and authority for its or their own use and benefit, but at its or their own cost, to ask, demand, collect, receive, compound and give acquittance for the same or any part thereof, and in my name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 7th day of September 1916.

In presence of:

Belle Cohen

David W. Griffith (L.S.)

CITY, COUNTY AND)
: ss.
STATE OF NEW YORK.)

On this 7 day of September in the year one thousand nine hundred and sixteen, before me personally came DAVID.W. GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he thereupon duly ackhowledged to me that he had executed the same.

Belle Cohen

NOTARY PUBLIC
NEW YORK COUNTY No. 278
NEW YORK REGISTER No. 8223
BRONX COUNTY No. 43
MY COMMISSION EXPIRES MAR. 30, 1918

- -

DAVID W. GRIFFITH,

-To-

D. W. G. CORPORATION

- -

A S S I G N M E N T
(of Wark indebtedness)

- -

Dated, September 7th 1916

KNOW ALL MEN BY THESE PRESENTS, That I, David W. Griffith, of the City of New York, and State of New York, in consideration of One ($1) dollar lawful money of the United States, to me paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and other good and valuable considerations, have sold, assigned, transferred and set over, and by these presents do sell, transfer, and set over unto the D. W. G. Corporation, a corporation duly organized under the laws of the State of Delaware, its successors and assigns, to its or their own proper use and benefit all moneys due or hereafter to become due me under a certain contract with the Epoch Producing Corporation, of New York City, and myself, whereby I receive and am to receive twenty-two and one-half (22-1/2%) per cent of the net profits of said Epoch Producing Corporation.

And I do hereby give the said D. W. G. Corporation, its successors and assigns, full power and authority, for its or their own use and benefit, but at its or their own cost, to ask, demand, collect, receive, compound and give acquittance for the same or any part thereof, and in my name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 7th day of September 1916.

In presence of:

Belle Coker

David W. Griffith (L.S.)

CITY, COUNTY AND)
; ss.
STATE OF NEW YORK.)

On this 7 day of Sept in the year one thousand nine hundred and sixteen, before me personally came DAVID W. GRIFFITH, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he thereupon duly acknowledged that he had executed the same.

(Seal)

Belle Cohen
Notary Public
New York County No 278
New York Register No 8723
Bronx County No. 443
My Commission Expires Dec. 31, 1918

WAIVER OF NOTICE
-of-
SPECIAL MEETING OF BOARD OF DIRECTORS
-of the-
D. W. G. CORPORATION

---oOo---

We, the undersigned, being all the directors of the above named corporation, do hereby waive all notice whatsoever of the special meeting of the board of directors of said corporation, to be held at Room 801, 1476 Broadway, Borough of Manhattan, City of New York, on the 7th day of September 1916, at 11:30 o'clock A.M., and do consent to the transaction of any and all such business as may regularly come before said meeting.

Dated, N.Y., Sept. 7, 1916.

Edwin J. Barnhart

J. A. Barry

Albert V. Barnhart

Copy

First meeting of the board of
Directors of D. W. G. CORPORATION,
held at Room 801, 1476 Broadway,
New York City, on the 7 22 day of
~~August~~ September 1916, at 11 30 o'clock A.M.

P R E S E N T: MEssrs. Albert H. T. Banzhaf,
-and-
John A. Barry,

constituting a majority of the Board of Directors.

Mr. Banzhaf was on motion duly made, seconded and carried, appointed temporary chairman, and

Upon motion duly made, seconded and carried, Mr. John A. Barry was appointed temporary secretary.

The chairman presented a waiver of notice of the first meeting of the board of directors, signed by all the directors of this corporation, which was duly ordered on file.

The Secretary presented and read to the meeting the minutes of the first meeting of incorporators of this corporation, and

Upon motion duly made, seconded and carried, the same were in all respects ratified, confirmed and approved.

The secretary presented the resignation of Edwin J. Banzhaf as a director of this company, to take effect at once.

Upon motion duly made, seconded and carried, said resignation was accepted.

The Chairman then stated that there was a vacancy in the Board of Directors caused by the resignation of Edwin J. Banzhaf.

Upon motion duly made, seconded and carried, Mr. Albert Griffith was duly elected a director of this

corporation for the ensuing year or until his successor is duly chosen and qualified. Mr. Albert Griffith, being present, duly accepted said office, and immediately entered upon the discharge of his official duties.

The Chairman then stated that the election of officers was in order.

Upon motion duly made, seconded and carried, the following persons were duly elected officers of this corporation for the ensuing year or until their successors are duly chosen and qualified:

Albert H. T. Banzhaf, President,
Albert Griffith, Vice-President,
-and-
John A. Barry, Secretary and Treasurer.

The above named gentlemen being present duly accepted their respective offices, and immediately entered upon the discharge of their official duties.

The Secretary then presented a written proposal from David W. Griffith, which was received and ordered filed with the minutes of this meeting.

On motion duly made, seconded and carried, the following resolution was duly adopted:

RESOLVED, That in the judgment of this board of directors the voting trust certificates and certificates of indebtedness of the Wark Producing Corporation owned by David W. Griffith, and the moneys due him from said Wark Producing Corporation, amounting in the sum of $65,000 , are all reasonably worth the sum of $84,050 , and that the 97 shares of stock of the David W. Griffith Corporation, a New York Corporation, owned by David W. Griffith, are reasonably worth the sum of $9700, and that the ~~xxx~~ voting trust certificates of the Epoch Producing Corporation, representing 60 shares of the capital stock of the Epoch Producing Corporation, owned by Mr. David W. Griffith, is reasonably worth the sum of $18,000, and that the royalty interest of 22-1/2% of the net profits of the Epoch Producing Corporation owned by Mr. David W. Griffith, now due and that may hereafter become due, is reasonably worth the sum of

60.250

$100,000 , and that the 225 shares of the capital stock of the F-4 Corporation owned by Mr. David W. Griffith, are reasonably worth the sum of $1125, making in all a total valuation of $203,175 , and that said stock, voting trust certificates and certificates of indebtedness, accounts and royalties receivable are the kind of securities for the purchase of which this corporation was organized, and that it is therefore for the best interests of this corporation to accept the offer of said David W. Griffith, dated the 25 day of August 1916.

AND BE IT FURTHER RESOLVED, that said offer as set forth in the said proposition be and it hereby is approved and accepted in all its terms and conditions, and that in accordance with the terms thereof, this corporation shall, as full payment of said property, issue and deliver 2,054 shares, full paid and non-assessible, of the capital stock of this corporation to said David W. Griffith, or his nominees, in such proportions and in such names as may be designated by him, this to include the 19 shares originally subscribed for by the incorporators of this company, and to be in full payment therefor.

BE IT FURTHER RESOLVED, that the officers of this corporation be and they hereby are authorized and directed to take all necessary steps for the acquisition of said property.

Upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

RESOLVED, that the President be and he hereby is authorized and empowered, until otherwise ordered, to enter into, execute and deliver in the name and on behalf of this corporation, any contract, agreement, conveyance, or any instrument that may be deemed by him necessary and proper for the business of this corporation without further act or resolution of this board, and that the Secretary be and he hereby is authorized and directed to attach the corporate seal thereto and to attest the same by his signatures

Upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

RESOLVED, that all transfers of stock of this corporation be made at the office of the Corporation Trust Company, 15 Exchange Place, Jersey City, N. J., which office is hereby made the transfer office of this corporation, and its business office outside of Delaware.

Upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

RESOLVED, That the Corporation Trust Co. of America be and hereby is appointed the agent of this corporation in charge of the registered office and upon whom process against this corporation may be served in accordance with the laws of Delaware.

FURTHER RESOLVED, that the Trust Company may apply to and act upon the instructions of Albert H. T. Banzhaf, Esq., the counsel of this corporation in respect to any legal questions arising in connection with said agency.

FURTHER RESOLVED, that the Secretary be and is hereby authorized to sign and seal with the corporate seal a certificate of authorization to said Trust Company in the form submitted at this meeting.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the seal of this corporation be the impression on wax or paper of the device impressed upon this page.

The Secretary presented a form of stock certificate for approval which was, upon motion, duly adopted as the form of stock certificate of the corporation, and a copy thereof was ordered filed with the minutes of this meeting.

J. A. Barry
Sec.

Copy

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

file 9/7/16

To the Board of Directors of
D. W. G. CORPORATION
Gentlemen:

I am the owner of certain voting trust certificates representing 762 shares, of no nominal or par value, of the capital stock of the Wark Producing Corporation, a New York corporation, owner of a certain photoplay known as "Intolerance, a Sun-Play of the Ages", or under the working title of "Mother and the Law". I am also owner of 35 certificates of investment issued by that company of the par value of $1,000 each, payable in five years, bearing interest after the 1st day of January 1917 at six per cent per annum. I also have advanced to said Corporation from time to time cash up to date in the total sum of ~~$65,000~~ 60,250 which is to be repaid to me or my assigns after certain costs of the picture aforementioned have been paid, pursuant to my contract with the said Corporation, dated the 28th day of December 1915.

I am also owner of 97 shares of stock of the David W. Griffith Corporation, a New York Corporation, of the par value of $100 per share, and voting trust certificates of the Epoch Producing Corporation, a New York Corporation, representing 60 shares of the capital stock of the said Epoch Producing Corporation, of the par value of $100 per share.

I am also the owner of a royalty interest of 22-1/2% of the net profits of the Epoch Producing Corporation, pursuant to a certain contract entered into by said Epoch Producing Corporation and myself, and I am also the owner of 225 shares of the capital stock of the F-4 Corporation, a New York Corporation, of no nominal or par value.

In consideration of the issuance and delivery to me or my nominees of $203,175 in cash, or 2052 shares, full paid and non-assessible, of the capital stock of your corporation, I hereby offer to sell transferand set over unto your company, its successors and assigns, all my right, title and interest of whatsoever character in and to said certificates of investment, voting trust certificates, shares of capital stock and moneys receivable, due me from the Wark Producing Corpora-

tion in the amount aforesaid. This proposition is to include the 19 shares subscribed for by the original incorporators of your company, and it shall be in full payment therefor.

If this proposition is accepted, kindly have your corporation execute the acceptance below.

Dated, N. Y., August 28th, 1916

David W. Griffith

The undersigned, D. W. G. CORPORATION, by its duly authorized officers, hereby accepts the foregoing proposition in all its terms and conditions made by David W. Griffith.

IN WITNESS WHEREOF the D. W. G. Corporation has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereto affixed by order of its board of directors this 7th day of September, one thousand nine hundred and sixteen.

D. W. G. CORPORATION,

A T T E S T:

By Albert H. Barney
President

J. A. Barry
Secretary

Copy

To the Board of Directors of the
D. W. G. CORPORATION.

Gentlemen:

On acceptance of my proposition of the 28th day of August 1916, and in compliance therewith, I hereby direct your Corporation to issue nineteen (19) shares, full paid and non-assessible, of the capital stock of your company to the following persons; and in the amounts set opposite their respective names:

Albert H. T. Banzhaf,	thirteen	(13) shares;
Albert Griffith,	three	(3) shares;
John A. Barry ,	three	(3) shares;

the same to be the shares heretofore assigned to them by the original subscribers to and incorporators of your Corporation, either by direct or mesne assignment.

Dated, N. Y., Sept. 1 1916

David W. Griffith

Copy

D. W. G. CORPORATION

---oOo---

TRANSFER OF SUSBSCRIPTION

---oOo---

KNOW ALL MEN BY THESE PRESENTS,

That I, Edwin J. Banzhaf, in consideration of one dollar, lawful money of the United States, to me paid before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over unto David W. Griffith, all my right, title and interest as assignee of a subscriber to and an incorporator of the D. W. G. Corporation, a corporation organized under the laws of the State of Delaware, to the extent of three shares, and I do hereby request and direct the said corporation to issue the certificate for said three shares to and in his name or such other person as he may name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of August 1916.

Sealed and delivered
in the presence of:

Copy

Edwin J. Banzhaf (L.S.)

To the Board of Directors of the

D. W. G. CORPORATION

Gentlemen:

I hereby tender my resignation as Vice-President and a director of your corporation, the same to take effect upon acceptance thereof by your Board.

Dated, N. Y.,

copy.

Edwin J. Barzyl

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

David W. Griffith Co

THE EQUITABLE TRUST COMPANY OF NEW YORK

CAPITAL AND SURPLUS, $12,000,000.

37 WALL STREET

ALVIN W. KRECH, PRESIDENT
HENRY E. COOPER, VICE-PRESIDENT
FREDERICK W. FULLE, VICE-PRESIDENT
HEMAN DOWD, VICE-PRESIDENT
LYMAN RHOADES, VICE-PRESIDENT
REGINALD W. PRESSPRICH, VICE-PRESIDENT
H. MERCER WALKER, TREASURER
RICHARD R. HUNTER, SECRETARY
HERMAN J. COOK, ASST. TREASURER
CARLETON BUNCE, ASST. TREASURER AND ASST. TO THE PRESIDENT

COLONIAL BRANCH, 222 BROADWAY
FIFTH AVENUE BRANCH, 618 FIFTH AVENUE
LONDON BRANCH, 95 GRESHAM STREET, E.C.
PARIS BRANCH, 23 RUE DE LA PAIX

JOSEPH N. BABCOCK, ASST. SECRETARY
WILLIAM J. ECK, ASST. SECRETARY
DUNCAN P. SQUIRE, ASST. SECRETARY
SAMUEL ARMSTRONG, ASST. SECRETARY
ROLAND P. JACKSON, TRUST OFFICER
CHARLES H. MARFIELD, ASST. TREASURER
WORCESTER BOUCK, ASST. SECRETARY
ARTHUR A. MILLER, ASST. TREASURER
G. L. LE BLANC, MGR. FOREIGN EXCH. DEPT.
HERBERT A. CONNER, AUDITOR

September 11th, 1916.

Mr. Albert H.T. Banzhaf,
2 Rector Street,
New York City.

Dear Sir:

We are enclosing cards with the request that you kindly have placed thereon the signature of your Mr. David W. Griffith as President of the David W. Griffith Corporation.

Thanking you, we remain

Very truly yours,

H J Cook

Assistant Treasurer.

RSC:O

Enclosure.

THE D. W. G. Corporation ~~COMPANY~~

Report of transfers of Common Capital Stock for the period from Sept. 11, 1916 to ....., inclusive as shown by the dates set forth below

CERTIFICATES CANCELLED					CERTIFICATES ISSUED				
DATE	Certificates Surrendered Numbers	Certificates Surrendered Shares	BY WHOM TRANSFERRED	Folio	Certificates Issued Numbers	Certificates Issued Shares	TO WHOM ISSUED	Folio	RESIDENCE
1916 Sept. 11					1	13	Albert Barnhart		2 Rector St. New York N.Y.
"		2051	Original Issue		2	3	Albert G. Griffith		1476 Broadway New York N.Y.
"					3	3	John A. Barry		1476 " " "
"					4	2032	David W. Griffith		1476 " " "
12	4	2032	David W. Griffith		5	2032	Ruth Houghton		La Grange Kentucky

A true report John A. Barry

Secretary-Treasurer.

THE D. W. G. Corporation COMPANY

Report of transfers of Common Capital Stock for the period from Sept 1, 1916 to ....., inclusive as shown by the dates set forth below

CERTIFICATES CANCELLED					CERTIFICATES ISSUED				
DATE	Certificates Surrendered		BY WHOM TRANSFERRED	Folio	Certificates Issued		TO WHOM ISSUED	Folio	RESIDENCE
	Numbers	Shares			Numbers	Shares			
June 27 1917	5	2032	Ruth Houghton		6	2032	David W. Griffith		1476 Broadway, N. Y. City

A true report J. A. Barry

Secretary-Treasurer.

THE D.W.G. Corporation COMPANY

Report of transfers of Common Capital Stock for the period from Sept 12, 1916 to ....., inclusive as shown by the dates set forth below

CERTIFICATES CANCELLED					CERTIFICATES ISSUED				
DATE	Certificates Surrendered		BY WHOM TRANSFERRED	Folio	Certificates Issued		TO WHOM ISSUED	Folio	RESIDENCE
	Numbers	Shares			Numbers	Shares			
June 27 1917 (22)	5	2032	Ruth Houghton		6	2032	David W. Griffith		1476 Broadway, N.Y. City

A true report J. A. Barry

Secretary-Treasurer.

Irrevocable Stock or Bond Power. F. 4566 N. Y. T. G. & T. CO.

Know all Men by these Presents,

That I, RUTH HOUGHTON, of La Grange, Kentucky,

For Value Received have bargained, sold, assigned, and transferred, and by these presents do bargain, sell, assign, and transfer unto

2032 shares

of the capital stock of the D. W. G. CORPORATION, of Delaware,

represented by certificate

No.

standing in my name on the books of the said D. W. G. CORPORATION

And do hereby constitute and appoint

my true and lawful Attorney, IRREVOCABLY, for me and in my name and stead but to my use, to sell, assign, transfer, hypothecate, pledge and make over all or any part of the said stock and for that purpose to make and execute all necessary acts of assignment and transfer thereof, and to substitute one or more persons with like full power, hereby ratifying and confirming all that my said Attorney or substitute or substitutes shall lawfully do by virtue hereof.

In Witness Whereof, I have hereunto set my hand and seal at the day of September 1916

Signed, Sealed, and delivered in the presence of

Albert W. Mansfield

Ruth Houghton

State of .....
County of ..... } *ss.:*

On this ..... *day of* September *one thousand nine hundred and* sixteetn

before me, personally came ..... *to me known, and known to me to be the same person described in and who executed the foregoing Assignment and Power of Attorney, and acknowledged that he executed the same for the purpose named.*

In Witness Whereof, *I have hereunto subscribed my name, and affixed my seal of office, the day and year last above written.*

.....

[SEAL]

WAIVER OF NOTICE
-of-
SPECIAL MEETING OF STOCKHOLDERS
-of the-
D. W. G. CORPORATION

---oOo---

We, the undersigned, being all the stockholders of the above named corporation, do hereby waive all notice whatsoever of the special meeting of stockholders, to be heldat Room 807, 1476 Broadway, Borough of Manhattan, City of New York, on the 12th day of September 1916, at 5 30 o'clock P. M., for the purpose of amending Section 3 of the by-laws of this corporation with reference to change of business office for annual meeting of stockholders, and do consent to the transaction of any and all such business as may regularly come before said meeting.

Dated, N. Y., September 12th, 1916.

David W. Griffith

Albert I. Griffith

J. A. Barry

Albert W. Banghof

Copy

At a Special Meeting of the Stockholders of the D. W. G. Corporation held pursuant to waiver signed by all the stockholders at Room 807, 1476 Broadway, Borough of Manhattan, City of New York, on the 12 day of September, 1916, at 5 30 o'clock P M.

P R E S E N T: Messrs. David W. Griffith, representing 2032 shares;
Albert H. T. Banzhaf, representing 13 shares;
Albert Griffith, representing 3 shares;
-and-
John A. Barry, representing 3 shares.

The President called the meeting to order and presented a waiver of notice thereof signed by all the stockholders, and

Upon motion duly made, seconded and carried, the same was ordered filed with the minutes of this meeting.

The minutes of the last meeting of the Board of Directors, held on the 7th day of September 1916, were

Upon motion duly made, seconded and carried, ratified, confirmed and approved.

The Chair stated that this special meeting was called to amend the by-laws, Section 3, with reference to change of business office for annual meeting of stockholders.

Upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

RESOLVED, that Section 3 of the by-laws of this corporation be amended to read as follows:

"All meetings of the stockholders shall be held at the office of the Corporation in Jersey City, State of New Jersey, and that its only business office outside of the State of Delaware be established at #15 Exchange

Place, Jersey City, New Jersey."

There being no further business before the meeting, the same was adjourned.
t

J. A. Barry
Sec

At a Special Meeting of the Board of Directors of the D.W.G. CORPORATION, held pursuant to waiver at Room 807, 1476 Broadway, Borough of Manhattan, City of New York, on the 12th day of September 1916, at 5.40 o'clock P. M.

P R E S E N T: Messrs. Albert H. T. Banzhaf, President,
Albert Griffith, Vice-President,
-and-
John A. Barry, Secretary and Treasurer

constituting the entire Board of Directors.

The President called the meeting to order, and presented a waiver of notice thereof, duly signed by all the directors, which was ordered on file.

The reading of the minutes of the last meeting of the Board of Directors was waived.

Upon motion duly made, seconded and carried, the following resolution was unanimously adopted:

RESOLVED, that the President be authorized, empowered and directed to open an account with the Commercial Trust Company, of New Jersey, at 15 Exchange Place, Jersey City, N. J., or other bank or banks in said city or elsewhere as he may deem proper and deposit therewith all funds and moneys belonging to the company or such part thereof as may be deemed advisable, and to withdraw the same or any part thereof by means of checks signed by the President, in accordance with the by-laws, and that a copy of this resolution be certified by the Secretary and transmitted to said bank or banks.

There being no further business before the meeting, the same was adjourned.

J. A. Barry
Sec

copy.

RESOLUTION OF BOARD OF DIRECTORS

---oOo---

I, JOHN A. BARRY, do hereby certify that I am the duly elected and qualified Secretary of the D. W. G. CORPORATION, and the keeper of the records and corporate seal of said D. W. G. CORPORATION, and that the following is a true and correct copy of a resolution duly adopted at a special meeting of the Board of Directors of said D. W. G. CORPORATION, held at Room 807, 1476 Broadway, Borough of Manhattan, City and State of New York, on the day of September 1916, at M.:

"Upon motion duly made, seconded and carried, it was

RESOLVED, that the President be authorized, empowered and directed to open an account with the Commercial Trust Company, of New Jersey, at 15 Exchange Place, Jersey City, N. J., or other bank or banks in said city or elsewhere as he may deem proper, and deposit therewith all funds and moneys belonging to the company or such part thereof as may be deemed advisable, and to withdraw the same or any part thereof by means of checks signed by the President, in accordance with the by-laws, and that a copy of this resolution be certified by the Secretary and transmitted to said bank or banks."

IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary, and have caused the corporate seal of said corporation to be hereto affixed this day of September 1916.

John A. Barry
Secretary

Below is the signature of the President:

Albert N. Bangsiaf

September 12th 1916

Mr. William J. Maloney,
394 Du Pont Bldg.,
Wilmington, Delaware.

Dear Sir: Re: D. W. G. CORPORATION

I enclose herewith form of certificate of authorization of The Corporation Trust Company to act as the registered agent of the above named corporation, duly executed by the Secretary. Kindly acknowledge receipt.

Very truly yours,

R
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE CORPORATION TRUST COMPANY.
SYSTEM ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
37 WALL STREET, NEW YORK CITY.
156 STATE STREET, ALBANY, N.Y.
112 WEST ADAMS STREET, CHICAGO.
1429 LAND TITLE BUILDING, PHILADELPHIA.
281 ST. JOHN STREET, PORTLAND.
1024 NEW B'K OF COMMERCE B'LD'G; ST. LOUIS.
304 MARKET STREET, CAMDEN, N.J.
394 DU PONT BUILDING, WILMINGTON, DEL.
501 COLORADO BUILDING, WASHINGTON, D.C.
1639 OLIVER BUILDING, PITTSBURGH, PA.
CORPORATION REGISTRATION COMPANY.
511 EXCHANGE BUILDING, BOSTON

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
GEORGE R. SHELDON, VICE-PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.
GEORGE E. HOLMES, ASSISTANT SECRETARY.

WILLIAM J. MALONEY,
WILMINGTON SECRETARY.

The Corporation Trust Company of America

D. W. G. Co

394 DU PONT BUILDING, WILMINGTON, DELAWARE.

September 13, 1916.

Re: D. W. G. CORPORATION D-2066

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:-

We beg leave to acknowledge receipt of your letter of the 12th inst., enclosing certificate of authorization of this company to act as Delaware agent.

Yours truly,
CORPORATION TRUST COMPANY OF AMERICA,
William J. Maloney
Wilmington Secretary.
L

HLM

N. J. FORM NO. 35
11-15-2000-72268

SYSTEM

NEW YORK CITY, 87 WALL STREET
PHILADELPHIA, LAND TITLE BUILDING
PORTLAND, ME., 281 ST. JOHN STREET
CAMDEN, N. J., 304 MARKET STREET
WASHINGTON, D. C., COLORADO BUILDING
ST. LOUIS, NEW BANK OF COMMERCE BLDG.
BOSTON, EXCHANGE BUILDING
CHICAGO, 112 WEST ADAMS STREET
WILMINGTON, DEL., 394 DU PONT BUILDING
PITTSBURGH, PA., OLIVER BUILDING
ALBANY, N. Y., 158 STATE STREET

THE CORPORATION TRUST COMPANY

15 EXCHANGE PLACE

JERSEY CITY, N. J.

Albert H. T. Banzhaf, Esq.,
2 Rector St., New York City.

September 14, 1916.

D. W. G. CORPORATION (NEW JERSEY-FOREIGN)

ANNUAL FEE MAINTENANCE OF OFFICE IN JERSEY CITY, N. J. to September 1, 1917	$ 10 00

DISBURSEMENTS

Check 6

PAID
JAN 31 1917
The Corporation Trust Company
By R. S. Mantz Treasurer

(ALL CHARGES PAYABLE IN ADVANCE.)

J. V. RITCHEY, PRESIDENT

CHELSEA { 8386 8387 8388

Greenwich
LITHO. CO. N.Y.

EXECUTIVE OFFICES:
AT PLANT
532-540 WEST 21ST STREET NEW YORK,

September
Fifteenth
1 9 1 6

D W Griffith Corporation
1476 Broadway
City

Gentlemen:-

As requested in yours of yesterday, we have released the $8.25 C O D on shipment of August 25th, to E L K Film Company, Chicago, so we trust prompt delivery will be made.

Yours truly,
GREENWICH LITHOGRAPHING COMPANY, Inc.

C G Merrills
General Manager

CGM ES

THE CORPORATION TRUST COMPANY.
SYSTEM ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
37 WALL STREET, NEW YORK CITY.
158 STATE STREET, ALBANY, N.Y.
112 WEST ADAMS STREET, CHICAGO.
1428 LAND TITLE BUILDING, PHILADELPHIA.
281 ST. JOHN STREET, PORTLAND.
1024 FEDERAL RESERVE BANK B'LD'G. ST. LOUIS.
304 MARKET STREET, CAMDEN, N.J.
394 DU PONT BUILDING, WILMINGTON, DEL.
501 COLORADO BUILDING, WASHINGTON, D.C.
1201 OLIVER BUILDING, PITTSBURGH, PA.
CORPORATION REGISTRATION COMPANY.
511 EXCHANGE BUILDING, BOSTON.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
GEORGE R. SHELDON, VICE-PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.
GEORGE E. HOLMES, ASSISTANT SECRETARY.
T. F. BARRETT, MGR. LEGISLATIVE DEPT.
GEORGE C. HOLTON, ATTORNEY.

The Corporation Trust Company

D. W. G. Co

PRIVATE TELEPHONE WIRE
NEW YORK - ALBANY

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY.
15 EXCHANGE PLACE, JERSEY CITY.

REPLY TO 37 WALL STREET, NEW YORK, September 15, 1916.

re: D. W. G. CORPORATION (New Jersey foreign)

Mr. Albert H. T. Banzhaf,
2 Rector Street, City.

Dear Sir:-

We are enclosing bill against the above company for $10., for maintaining office in Jersey City to September 1, 1917.

Yours very truly,
THE CORPORATION TRUST COMPANY,
Geo. E. Holmes
Assistant Secretary.

TSB/M
Enc.

La Grange, Ky.,
Sept. 30, 1916.

Mr. A. H. Bangharf.
2 Rector St.
N.Y. N.Y.

Dear Sir:

I just received a letter from a lawyer saying Mr. Houghton wishes a divorce, this I'll glad grant, if he will allow me my name back.

Now will this interfer with the papers I signed for you. Will I have to resign them? If so, would you have to be present or would some other lawyer suffice

Of course if this means a great deal of inconvenience, will not change my name, but would like to have it, if I can with out much trouble.

Sincerely yours,

Ruth Houghton.

By Ruth Griffith.

Thanks for book, its great.

AFFILIATED WITH TRIANGLE FILM CORPORATION

SUNSET PHONE HOLLY 2800
HOME PHONE 10165

Griffith

Fine Arts Film Co.

Majestic Motion Picture Co., Producers
STUDIOS: 4500 SUNSET BLVD.

D. W. GRIFFITH, GENERAL MANAGER
FRANK E. WOODS, ASST. TO THE GEN. MGR.
J. C. EPPING, BUSINESS MANAGER

Los Angeles, California

September 30, 1916

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

Since the outbreak of the present European war there has been a great scarcity of chemicals for photographic use, which at one time threatened to nearly put us out of business. Mr. Griffith at once established an experimental laboratory in an attempt to produce the necessary compounds here in the event of the foreign supply being cut off entirely.

The results of this experimenting has been more than pleasing. Our chemist, Mr. Hugo Fredrick whom you met while you were out here last Spring, has succeeded in duplicating and finding substitutes for practically all the chemicals necessary for photographic use - especially developers and dyes.

We can manufacture a developer here from common chemicals for approximately $3.00 per pound which is equivalent to Ortol or Metol at its present market value of $35.00 to $40.00 per pound, and which is also a very scarce article. Our developer is superior in lasting qualities to most of the commercial products now on the market, and is equally good for developing paper or films.

The margin of profit in manufacturing this developer appears so great that we are looking into the field to see the extent of the market and to get in touch with some of the best distributing houses in the country with a view of securing offers as to handling our product.

For a comparatively small outlay of money we can put out 100# per week, or if the market would warrant we could by proper investment be prepared to produce it in almost any quantity, as the chemicals from which it is made are common ones.

We have submitted samples to several users out here and are securing testimonials which are very flattering. We are also "feeling out" some of the local dealers, getting offers, etc. One of these concerns is the C. W. Hill Chemical Company, a company of hustling jobbers, who however are not

very well known outside of California, or at least the Southwest. Mr. C. W. Hill will probably call on you soon with a letter from us, and we wish you would consult with him along the lines of handling our product, and use your best efforts to have him meet some of the representative picture people of New York, or other users of such chemicals, if you think after talking with him that he would be a good person to represent us.

The products at present have no name, but in case we should decide to manufacture them of course a company should be incorporated and the products given a registered name.

Of course there are several recognized developers now on the market, with prices ranging from $10.00 to $35.00 per pound, but Metol is so far the standard. Our developer has been given a thorough trial here in our factory, and also in our "still" department, with most satisfactory results.

In the event that we do not close a deal with Mr. Hill, can you suggest a suitable person or concern in New York for handling this class of material.

Yours very truly,

E. C. Bidwell
Secy to Mr Griffith

P.S. After Mr Hill has looked into the N.Y. situation we shall expect him to make us an offer for handling the matter.

ECB

September, 1916.

D.W.Griffith, (Assigned to D.W.Griffith Corporation)

In Account with Epoch Producing Corp.

Net earnings, month of September, 1916, as per treasurer's report,	25,158.16
D.W.Griffith, share 37½%	$9,434.31

D.W.Griffith, 60% of above amount $5,660.58

$5,000. of above has already been paid, but will not be deducted until later.

D. W. G. Co

TREASURER'S REPORT FOR SEPTEMBER, 1916.

Income:			
Company "A"		19,600.52	
B		18,369.96	
C		11,921.28	
D		3,365.13	
Eng. Co.#1		3,323.00	
Eng. Co.#1 office expense		380.88	
Eng. Co.#2		4,187.65	
Eng. Co.#2 office expense		285.84	
Eng. Co.#3		4,562.12	
Eng. Co.#3 office expense		666.33	
Australian Co.#1		1,814.07	
" " #2		8,155.85	
" " #3		3,456.94	
So.American Co.#2		1,279.44	81,369.01
Rights:			
New England		138.32	
Western		6,761.23	6,899.55
W.E.Burlock,Mgr.			6,671.35
Guy C.Smith, Mgr.			320.50
Fred R.Zweifel,Mgr.			500.
Income from all sources			95,760.41
Expense: General		9,411.87	
Co."A"		7,945.34	
B		6,995.79	
C		6,402.03	
D		1,847.12	
Eng. Co.#1		2,876.99	
" " #2		5,191.64	
" " #3		8,770.61	
So.American Co.#2		1,599.94	
Australian Co.#1		1,574.15	
" " #2		7,069.78	
" " #3		2,685.05	62,370.31
Production supplies			1,934.06
George Bowles,Mgr.			2,097.88
Claud Saunders, Mgr.			4,000.
A.H.Varley,Mgr.			200.
			70,602.25 95,760.41
Total Expense			70,602.25
September Earnings			25,158.16

Thomas Dixon,	25%	$6,289.54
D.W.Griffith, Corp.	37½%	9,434.31
Stock	37½%	9,434.31
		$25,158.16

D. W. G. Co

October 2nd 1916

Mrs. Ruth Houghton.
Box 264, La Grange, Ky.

My dear Mrs. Houghton:

I have your favor of the 30th ult. in reference to possibility of changing your name to that of your former name of Griffith. This will in no wise affect the status of your stockholdings and will not in the slightest inconvenience anyone. I thank you for calling this matter to my attention.

Thanking you again for your fine hospitality to me on my recent visit, and with best and sincerest regards to you all, I am

Very truly yours,

AHTB/R

Mutual Film Corporation

Seventy one West Twenty third Street

New York October 13, 1916.

OFFICE OF
THE PRESIDENT
ADDRESS NOW
11th Floor, 220 S. STATE ST.
CHICAGO, ILL.

David Wark Griffith,
c/o Fine Arts Studios,
Los Angeles, Calif.

My dear Mr. Griffith:--

I am able to present to you some of the major points in my consideration of plans for the exploitation of a series of pictures to be made under your personal direction.

In a very short time I expect to be able to follow this letter up with figures, which at this hour are not available, since I have been interrupted in my consideration of the matter by an enforced journey to New York, and because, owing to the nature of the calculations necessary, I am having to do all of the work upon the proposition myself, rather than entrusting it to departmental aides.

We originally took up the discussion of five-reel subjects. I have given this phase of the matter a good deal of consideration and I am now convinced that five-part subjects are not of the class for the most successful exploitation of your genius and mastery of the photoplay art.

My advice, viewing all of the commercial aspects of the situation, is that you should, for the purposes of the series we have under consideration, make pictures of from sixty-four hundred to seventy-five hundred feet in length. Also we should make five subjects within the year.

Further I believe that we should present one subject every eighth week for forty weeks--not releasing any of these "Griffith specials" between June 1 and August 15.

There are several distinct advantages presented, enabling us to make these proposed pictures stand out as

different from and apart from the mass of photoplay production:

1---DISTINCTIVE LENGTH---permitting the accenting of special and extraordinary quality, something above and beyond the routine of five-part dramas.

2---LIMITED OUTPUT---allowing us to place special emphasis on the large investment of personal effort by David Wark Griffith, allowing us time for ample exploitation,--and by making no releases from June 1 to August 15, avoiding the summer slump.

In reviewing the data of successful picture promotions I find that if we were to depend upon the usual and ordinary distribution methods of the motion picture business I could not get enough money to enable us to pay you what it seems to me you should have, or what would be required to make the proposition attractive to you. Hence I am having to give most painstaking consideration to plans for special exploitation and distribution methods which shall enable us to get more of the money that goes into the box offices so we can present to you the proposition that will offer the biggest possible net return to David Wark Griffith.

We must study to make this proposition extraordinary and without precedent, towering above any proposition that has been announced to the photoplay world.

I am determined that we shall make it a tremendous sensation--and then proceed to cash it.

Yours sincerely,

John R. Freuler

PRESIDENT OF THE MUTUAL FILM CORPORATION

JRF:EN

Form 1204

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MP

3 GS B 43 Blue- J New York N.Y. 330PM Oct 21st,16.

D.W.Griffith,

Los Angeles, Cal.

TELEGRAM RECEIVED UNDERSTAND SITUATION FULLY I WAS ONLY ANXIOUS TO START SOME SORT OF BUSINESS ARRANGEMENT WITH YOU THE ONE SUGGESTED IS OF NO SPECIAL CONSEQUENCE I WILL DO EVERYTHING I CAN FOR INTOLERANCE ANYHOW AND AM SURE IT WILL BE BIG SUCCESS.

W.R.HEARST.

440PM

C. W. HILL THOS. FELLOWS W. J. FORREST A. P. HALL

C. W. HILL CHEMICAL CO.

326-328 SO. SAN PEDRO ST.

PHONES { A. 3500 / MAIN 6888

Los Angeles, Cal.

Oct. 30, 1916.

WHOLESALE
CHEMICALS

SPRAYS
EUCO
DISINFECTANTS
CRESYLOL
ORTHO SPRAYS

BUILDING
MATERIALS

CONCRETE
WATERPROOFING
CONCRETE
PAINT
CONCRETE
HARDENER
CONCRETE
DUSTPROOFER
IMPERIAL
WATERPROOFING

DYERS' AND
CLEANERS'
SUPPLIES
ORTHO
PAINT AND
VARNISH
REMOVER

ELECTROPLATERS'
SUPPLIES
LOCKPORT
MINERAL
CLEANER

Mr. Albert H. T. Banzhaf,
#2 Rector St.,
New York.

Dear Sir:-

We submitted you samples of the developer of which the writer spoke when he was in New York, and we herewith submit formula for its use. This is additional information which may be of use to you until the writer again reaches New York.

Yours very truly,

C. W. HILL CHEMICAL CO.
PER C W Hill

CWH/C

D. W. griffith collection
museum of modern art film library

A new Developer for films - Negative and Positive - and for all kinds of developing papers.

Prepared by

Hugo E. Frederick, Chemist
4500 Sunset Blvd.,
Los Angeles, Calif;

Stock solution for Velox, Azo, and other developing papers. Use one part solution to six parts water.

For green tones

100 oz.	Water
½ "	Developer
2 "	Hydroquinone
7½ "	Sodium Sulphite
14 "	Sodium Carbonate
1 drop	Saturated solution Bromide to each ounce of stock solution

For black tones, add

1 oz. Sodium Hydroxide

- - - - - - - - - - - - - -

Stock solution for plates. Use 1 part solution to 10 parts water.

100 oz.	Water
2 "	Developer
½ "	Hydroquinone
7½"	Sodium Sulphite
12½"	Sodium Carbonate

- - - - - - - - - - - - - -

October 31st 1916.

D.W.Griffith,

In Account With

Epoch Producing Corporation.

Net Earnings for month of October, 1916, as per treasurer's report,	$46,854.09
D.W.Griffith Royalty, 37½%	$17,570.28
Assigned to D.W.G. Corporation, 60%	$10,542.17

Oct. Nov 6 Th - 16

D.W.

OK.

Div of 1500.
Examine to check
Dwiethy

TREASURER'S REPORT FOR MONTH OF OCTOBER,1916.

EPOCH PRODUCING CORPORATION.

Income "A" Co.		17,304.02	
B		14,734.63	
C		10,883.58	
D		13,269.34	
E		24,911.75	
Eng. Co. #1		5,479.68	
" " #1 office expense		2,572.76	
" " #2		2,622.68	
" " #2 office expense		285.84	
" " #3		7,773.35	
" " #3 office expense		475.83	
Australian Co.#1		1,965.79	
" " #2		889.80	
" " #3		3,630.71	
So. American Co. #1		1,300.58	
" " " #2		1,340.53	109,440.87
Rights: New England		342.38	
Western		7,353.88	7,696.26
Geo. Bowles, Mgr. Australian Cos.			2,274.33
Claud Saunders, Mgr.			4,300.
Guy C. Smith, Mgr.			495.46
A.H.Varley, Mgr.			200.
Income from all sources			124,406.92
Expense, General	6,922.37		
Co. "A"	6,620.02		
B	7,170.49		
C	6,310.94		
D	7,358.46		
E	26,122.36		
Eng. Co. #1	3,980.92		
" " #2	1,945.48		
" " #3	3,466.31		
So. Amer. Co.#1	1,526.06		
" " " #2	1,610.51		
Aust. Co. #1	1,607.17		
" " #2	710.22		
" " #3	2,525.12	77,876.43	
Production Supplies		802.92	
W.E.Burlock, Mgr.		1,725.40	
		80,404.75	124,406.92
Total Expense			80,404.75
Earnings for October			44,002.17
Credit difference September statement			2,851.92
			46,854.09

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 1st 1916

Mr. William Maloney,
c/o Corporation Trust Co.,
DuPont Building,
Wilmington, Delaware.

Dear Sir:

I enclose herewith report of transfers of common stock of the D. W. G. CORPORATION, signed by the Secretary and Treasurer of the Corporation, as required by the Delaware corporation laws. Kindly acknowledge receipt of the same, and oblige,

Very truly yours,

R
Enc.

W. GRIFFITH COLLECTION
OF MODERN ART FILM LIBRARY

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

48

NEWCOMB CARLTON, PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 S. SPRING STREET, LOS ANGELES, CAL. ALWAYS OPEN

T48NY DC 68 BLUE 2 EX

SI NEWYORK NY 430AM NOV 1 1916

MISS MAE MARSH

148 1522 GOLDEN GATE AVE LOSANGELES CALIF

ARE YOU IN POSITION TO CONSIDER CONTRACT WITH BIG RECOGNIZED CONCERN AT TWO THOUSAND A WEEK ONE HUNDRED AND FOUR THOUSAND FOR YEAR CONTRACT WITH TWENTY FIVE THOUSAND PAID IN ADVANCE AS EVIDENCE OF GOOD FAITH IF YOU OPEN TO CONSIDER ANY CONTRACT AND WANT TO ACT FOR YOU HERE WIRE ME IMMEDIATELY ALL MY WORK STRICTLY CONFIDENTIAL OFFER AM TELLING YOU OF NOW ABSOLUTELY BONIFIDE

WID GUNNING, TIMES BUILDING

NOV 1 322AM

THE CORPORATION TRUST COMPANY.
SYSTEM ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
37 WALL STREET, NEW YORK CITY.
158 STATE STREET, ALBANY, N.Y.
112 WEST ADAMS STREET, CHICAGO.
1428 LAND TITLE BUILDING, PHILADELPHIA.
281 ST. JOHN STREET, PORTLAND,
1024 FEDERAL RESERVE BANK B'LD'G. ST. LOUIS
304 MARKET STREET, CAMDEN, N.J.
486 DU PONT BUILDING, WILMINGTON, DEL.
501 COLORADO BUILDING, WASHINGTON, D.C.
1202 OLIVER BUILDING, PITTSBURGH, PA.
CORPORATION REGISTRATION COMPANY.
511 EXCHANGE BUILDING, BOSTON.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
GEORGE R. SHELDON, VICE-PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.
GEORGE E. HOLMES, ASSISTANT SECRETARY.

WILLIAM J. MALONEY,
WILMINGTON SECRETARY.

The Corporation Trust Company of America

486 DU PONT BUILDING, WILMINGTON, DELAWARE.

November 2, 1916.

Re: D. W. G. CORPORATION D-2066

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:-

We beg leave to acknowledge receipt of your letter of the 1st inst., with enclosure mentioned therein.

Yours truly,
CORPORATION TRUST COMPANY OF AMERICA,
William J. Maloney
Wilmington Secretary.

HLM

EPOCH PRODUCING CORPORATION

EXECUTIVE OFFICES

Longacre Building, 42nd Street and Broadway, New York

TELEPHONE, BRYANT 5293-5294

Endorsed to Mark P. Co.
payable on demand
Nov 13-16
A.B.

New York, November 3rd 1916

Mr. D.W.Griffith

Dear Sir:-

We enclose herewith check to your order for $ 1500.00 drawn by the above company, which represents a 42nd and 25 % dividend on your stockholding which is Sixty shares.

Very truly yours,

EPOCH PRODUCING CORPORATION.

No receipt required

Asst. Treas.

THE CORPORATION TRUST COMPANY.
SYSTEM ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
37 WALL STREET, NEW YORK CITY.
158 STATE STREET, ALBANY, N.Y.
112 WEST ADAMS STREET, CHICAGO.
1428 LAND TITLE BUILDING, PHILADELPHIA.
281 ST. JOHN STREET, PORTLAND.
1024 FEDERAL RESERVE BANK BLD'G. ST. LOUIS.
304 MARKET STREET, CAMDEN, N.J.
486 DU PONT BUILDING, WILMINGTON, DEL.
501 COLORADO BUILDING, WASHINGTON, D.C.
1202 OLIVER BUILDING, PITTSBURGH, PA.
CORPORATION REGISTRATION COMPANY.
511 EXCHANGE BUILDING, BOSTON.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
GEORGE R. SHELDON, VICE-PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.
GEORGE E. HOLMES, ASSISTANT SECRETARY.

WILLIAM J. MALONEY,
WILMINGTON SECRETARY.

The Corporation Trust Company of America

D. 2946

486 DU PONT BUILDING, WILMINGTON, DELAWARE. November 8, 1916.
RE: D. W. G. CORPORATION.

A. H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:-

Every Delaware corporation must file an annual report with the Secretary of State on or before the first Tuesday of January next.

Different forms are provided for various classes of corporations. Business companies use the form marked "Other Companies" and copies are enclosed.

A corporation organized during 1916 should insert the date of incorporation in answer to question 11 and the tax will be prorated for the portion of the year the corporation has been in existence. The tax is reduced 50% if the corporation shows in its annual report that it is not engaged in any business, but in no case is the tax less than $5.00.

If the company is a telegraph, telephone, cable, electric light, heat or power, steam heat or power, express, gas, parlor or sleeping car, oil, or pipe line or insurance company, a different form of report should be filed and will be sent on request.

An opinion given to a former Secretary of State holds that light, heat, power, oil and pipe line companies having all their business outside of Delaware are exempt from taxation.

Railroad and railway companies may file the enclosed form of report and to secure exemption should answer Question 11 "Conducting a railroad without the State of Delaware."

Every question must be answered and the report signed by one of the officers or two directors. When executed it should be sent to us with check for $2. to the order of the SECRETARY OF STATE OF DELAWARE to cover the filing fee. This matter should have your immediate attention.

Yours truly,

CORPORATION TRUST COMPANY OF AMERICA.

OFFICERS
MAIN OFFICE
JOHN W. HARDENBERGH, PRESIDENT
WILLIAM J. FIELD, VICE PRESIDENT
JAY S. PERKINS, SECRETARY & TREASURER
J. RICHARD TENNANT, ASSISTANT SECRETARY
ROBERT S. CARMICHAEL, ASSISTANT TREASURER.
GROVE STREET BRANCH
338 GROVE STREET
JAMES G. MORGAN, VICE PRESIDENT
J. HENRY CASTENS, ASSISTANT TREASURER
S. LE ROY HETRICK, ASSISTANT SECRETARY
LYMAN H. OPDYCKE, ASSISTANT SECRETARY
FIVE CORNERS BRANCH
660 NEWARK AVENUE
ALBERT I. DRAYTON, VICE PRESIDENT
CHARLES L. DECKER, ASSISTANT TREASURER
EDWARD HENN, ASSISTANT SECRETARY

(1)

COMMERCIAL TRUST COMPANY
OF NEW JERSEY

MAIN OFFICE
15 EXCHANGE PLACE

JERSEY CITY, N.J. Nov. 8, 1916

Albert H. T. Banzhaf, Esq., President,
D. W. G. Corporation,
2 Rector St., N. Y. City

Dear Sir:-

Will you be good enough to have the blank enclosed filled in and executed and returned to us for our records.

Your attention will oblige,

Yours very truly,

Ass't Sec'y

(2)

COMMERCIAL TRUST COMPANY
OF NEW JERSEY.

CAPITAL $1,000,000. 15 EXCHANGE PLACE, SURPLUS $1,500,000.

JOHN W. HARDENBERGH, President.

ROBERT S. ROSS, Vice President.
WILLIAM J. FIELD, Secretary & Treasurer.

JAY S. PERKINS, Ass't Treasurer.
J. RICHARD TENNANT, Ass't. Secretary.

CABLE ADDRESS:
"COMMERCIAL"

JERSEY CITY, N.J. Nov. 16

Caring for and protecting, as we do, such interests as are placed in our charge by our customers and depositors, and in order to show our further interest in the protection of their affairs, we have arranged a registering department wherein their keys may be registered by us without expense to them.

We are, therefore, enclosing with our compliments a "Chainelette," or chain key ring, which is registered in the registry department of this Company as

No. 4481

and as the property of

A. H. J. Bauzhaf Esq

Upon the tag on each "Chainelette" is the instruction to return to us if found, and by means of our registry department the same will be quickly returned to you.

The use of the "Chainelette" has been chosen as the approved and up-to-date method for carrying keys, as it is free from the defects of a key ring.

If you prefer the key ring you are now carrying, the tag bearing the registry number may be attached to that.

Yours very truly,

J. Tennant
Ass't Sec'y

(3)

D.W.G. 60

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK
TELEPHONE 2885 RECTOR

List of securities belonging to D. W. G. CORPORATION deposited in safe deposit box at Commercial Trust Co., 15 Exchange Place, Jersey City, N. J., on November 6th 1916 by Albert H. T. Banzhaf:

Stock trust certificate #3 for 762 shares of the Wark Producing Corporation;
Certificate of stock #40 for 225 shares of F-4 Corporation;
Certificate of stock #6 for 97 shares of the David W. Griffith Corporation;
Stock Trust Certificate #6 for 60 shares of the Epoch Producing Corporation;
Assignment under date of September 7th 1916 from David W. Griffith to D. W. G. CORPORATION of 22-1/2% of royalty profits of the Epoch Producing Corporation;
Assignment under date of September 7th 1916 from David W. Griffith to the D. W. G. CORPORATION of sums due to Mr. Griffith from the Wark Producing Corporation;
Minute book, stock ledger and stock certificate book of the D. W. G. CORPORATION.

D.W.G.

November 8th 1916

Mr. John A. Barry,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Barry:

I enclose herewith a compared copy of resolution electing the officers of the D. W. G. Corporation. Will you kindly sign the same and remail to me, as this resolution must be filed with the bank.

How are things going at the Coast? I suppose you have had the usual strenuous time. When Mr. D. W. G. leaves you, no doubt, will find an opportunity to write me fully about yourself.

Give my best regards to Miss Brydon, and remember me kindly to your family and mutual friends.

With best regards to yourself, I remain

Very truly yours,

AHTB/R
Enc.

892-16-1200 (C)

NOTICE.

Your attention is respectfully directed to the following extract from Section 1391 of the Code of Civil Procedure, under which the attached execution is issued:

> "It shall be the duty of any person or corporation, municipal or otherwise, to whom said execution shall be presented, and who shall at such time be indebted to the judgment debtor named in such execution, or who shall become indebted to such judgment debtor in the future, and while said execution shall remain a lien upon said indebtedness, to pay over to the officer presenting the same, such amount of such indebtedness as such execution shall prescribe until said execution shall be wholly satisfied and such payment shall be a bar to any action therefor by any such judgment debtor. **If such person or corporation, municipal or otherwise, to whom said execution shall be presented shall fail or refuse to pay over to the said officer presenting said execution, the percentage of said indebtedness, he shall be liable to an action therefor by the judgment creditor named in such execution.**" * *

The Sheriff desires to make collections under this execution with as little annoyance to you as possible, and requests that you advise him by letter in what manner you desire to turn over the amounts directed to be deducted from the salary, of the debtor, against whom said execution is issued.

Respectfully,

ALFRED E. SMITH, Sheriff.

240 { Court of Record. Execution against Salary pursuant to Sec. 1391. Code of Civil Proc
M.CE.CO.E.

Julius Blumberg, Printer, Law Blank Publisher and Mfg. Stationer, 262 Grand Street, New York.

The People of the State of New York,

TO THE SHERIFF OF THE COUNTY OF New York GREETING:

Whereas, in a certain action in the Municipal Court Borough of Manhattan 3rd Dist. between Anthony Bagerozy Plaintiff, and Albert M. Pesce Defendant, a Judgment was duly recovered on the 7th day of June 1915, for Two hundred fifty seven 97/100 Dollars, in favor of the said Plaintiff and against the said Defendant, after due personal service of the Summons & Complaint on said Defendant, as appears by the Judgment Roll filed in the office of the Clerk of the said Court on said date, and

Whereas on th 10th day of June 1915, a transcript of said Judgment was duly filed and said Judgment duly docketed in the office of the Clerk of the County of New York and an execution against the property of said Defendant and Judgment Debtor, Albert M Pesce duly issued upon said Judgment as provided by law to the Sheriff of the County of Kings where the said Judgment Debtor then resided and still resides, and

Whereas the said execution has been returned wholly unsatisfied and the sum of Two hundred fifty seven 97/100 dollars with interest thereon from the 7th day of June 1915, is now actually due and owing and unpaid thereon, and no part of said Judgment has been paid except ——, and that the said Judgment Creditor will incur an additional expense of Two and 15/100 dollars, Sheriff's and other fees for this execution, and

Whereas the said Judgment Debtor, Albert M. Pesce is employed by The Wark Producing Corporation, a domestic Corporation of 1476 Broadway N.Y.C. and his wages, earnings and salary exceed the sum of $12.00 per week and amount to the sum of One hundred twenty-five 00/100 dollars per week and the same is payable to him by the said The Wark Producing Corporation and the same is now due and owing to the said Judgment Debtor and shall hereafter become due and owing to him, and no execution as provided for in Section 1391 of the Code of Civil Procedure is unsatisfied and outstanding against the said Judgment Debtor, and

Whereas an order has been made herein by Hon. Daniel F Cohalan Justice of the Supreme Court, on the 9th day of November 1916, directing the issuance of this execution,

Now, Therefore, We Command You that you satisfy said Judgment, together with the sum of Two and 15/100 dollars, expenses of this execution a sum total of Two hundred sixty and 12/100 dollars, with interest on said Judgment from the date of its entry, together with your fees, out of the wages, earnings and salary of the said Judgment Debtor, Albert M. Pesce, due and owing to him, and which shall hereafter become due and owing to him from the said The Wark Producing Corporation pursuant to the provisions of Section 1391 of the Code of Civil Procedure, and that this execution and the levy to be made by you hereunder shall become a lien and a continuing levy upon the wages, earnings and salary due and to become due to the said Judgment Debtor from the said The Wark Producing Corporation to an amount which shall not exceed ten per centum of his said weekly salary of One hundred twenty five 00/100 dollars, to wit: in the sum of Twelve and 50/100 dollars per week and that the said levy shall become a lien and a continuing levy until this execution and the expenses thereof together with your fees, are fully paid and satisfied, unless this execution shall be subsequently modified by order of the Court and that you return this execution when satisfied to the Clerk of the Supreme Court with your certificate thereon showing the manner in which you have executed the same.

Witness, HON. Daniel F Cohalan, Justices of the Supreme Court this 10th day of November 1916

Albert Krauskopf
Attorney for Judgment Creditor.
51 Chambers St
N.Y.C.

Clerk.

THE SMITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

To the Sheriff of the County of Newyork

Levy and collect as within directed, the sum of Two hundred sixty 12/100 dollars, with interest on 257 97/100 dollars, from the 7th day of June 1915, together with your fees.

Dated, September 10 1916

Albert Rosenshaw
Clerk.

Supreme Court
Anthony Byrne Co.

Plaintiff and Judgment Creditor
against

Alfred M. Clay

Defendant and Judgment Debtor

Execution

against Wages, Earnings and Salary.

SECTION 1391 CODE CIVIL PROC.

COURT OF RECORD.

TO The Clark Cordury Corporation.
1776 Broadway
New York
1476 Broadway
42 St

$ 20 12

Form No. 240 Julius Blumberg, Publisher, 262 Grand St., N.Y.

November 10th 1916

Commercial Trust Co. of New Jersey,
Safe Deposit Department,
15 Exchange Place,
Jersey City, N. J.

Gentlemen:

In reply to your favor of the 8th inst., beg to state that I have received the enclosure therein mentioned, and will have the said resolution embodied in the next meeting of the board of directors. In the meantime I take it that I have the access to said safe deposit box.

Very truly yours,

AHTB/R

W. GRIFFITH COLLECTION
MODERN ART FILM LIBRARY

DWG Co

OFFICERS
MAIN OFFICE
JOHN W. HARDENBERGH, PRESIDENT
WILLIAM J. FIELD, VICE PRESIDENT
JAY S. PERKINS, SECRETARY & TREASURER
J. RICHARD TENNANT, ASSISTANT SECRETARY
ROBERT S. CARMICHAEL, ASSISTANT TREASURER.
GROVE STREET BRANCH
338 GROVE STREET
JAMES G. MORGAN, VICE PRESIDENT
J. HENRY CASTENS, ASSISTANT TREASURER
S. LE ROY HETRICK, ASSISTANT SECRETARY
LYMAN H. OPDYCKE, ASSISTANT SECRETARY
FIVE CORNERS BRANCH
660 NEWARK AVENUE
ALBERT I. DRAYTON, VICE PRESIDENT
CHARLES L. DECKER, ASSISTANT TREASURER
EDWARD HENN, ASSISTANT SECRETARY

COMMERCIAL TRUST COMPANY
OF NEW JERSEY

MAIN OFFICE
15 EXCHANGE PLACE

JERSEY CITY, N.J. Nov. 11, 1916

A. H. T. Banzhaf, Esq.,
2 Rector Street,
N. Y. City

Dear Sir:-

Pending the execution of the resolution that you say in yours of the 10th inst. will be passed on at the next meeting of your Board of Directors, you as President of the Company will have access to the Safe Deposit Box of the D. W. G. Corporation.

Yours very truly,

J. M. Farnum

Ass't Secretary

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT CORNER JACKSON BOULEVARD AND LA SALLE STREET, CHICAGO ALWAYS OPEN

XXX

C520GC 145NL

MP LOS ANGELES CALIF NOV 11 (SHEET TWO)

D W GRIFFITH

1086

CR CONDR EAST BOUND C N W TRAIN NO 8 CHICAGO ILLS.

STATED HOWEVER AND IT WAS BROUGHT DIRECT TO ME THAT HE INTENDS MAKING A CLEANING OUT AT THIS STUDIO COMMENCING WITH ME AND EPPING REGARDS

FRANK E WOODS

920A

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT CORNER JACKSON BOULEVARD AND LA SALLE STREET, CHICAGO ALWAYS OPEN XXX

C520GS 145 NL

MP LOS ANGELES CALIF NOV 11

D W GRIFFITH

1086

CR CONDR EAST BOUND C N W TRAIN NO 8 CHICAGO ILLS

THINK WOMANS SUFFRAGE SCENES WITH TITLES AS NOW RUN SHOULD APPEAR IN PICTURE FOLLOWING SCENE IN JENKINS HOME WHERE UPLIFTERS CELEBRATE THIER SUCCESS STOP IF SUFFRAGE SCENES ARE RUN AT COMMENCEMENT OF PICTURE WE DO NOT KNOW WHO THE WEEDS ARE AND HAVE NO WAY OF IDENTIFYING THE CHARACTERS STOP SUPPOSE YOU KN--OW ABOUT MAE MARSH SIGNING STOP WHO DO YOU THINK BEST TO CAST HARRON WITH NOW OR CAN I LET HIM HAVE A PICTURE BY HIMSELF STOP FAIRBANKS HAS BONAFIDE OFFER FROM BIGFINANCIAL PEOPLE IN NEWYORK TEN THOUSAND PER WEEK WITH TWO HUNDRED FIFTY THOUSAND CASH ADVANCED AITKEN SUGGESTS JANE GREY FOR COUPLE OF PICTURES BUT HAS SAID NOTHING FURTHER TO ME ABOUT OTHER STARS HE HAS

Form 2289 J

WESTERN UNION

NIGHT LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

RECEIVER'S No.	TIME FILED	CHECK

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

Chicago, Ill., Nov. 14th, 1916.

To Mr. H. E. Aitken,
% Majestic Studio,
Sunset & Hollywood Blvd.,
Los Angeles, Cal.

I have a wire from Mr. Woods in reference to using stars in the Majestic Pictures. I had told you in the other Triangle crowd last Fall repeatedly that Mae Marsh was receiving offers from other Companies from $1000 to $2000 a week, and that she and other stars that I had selected were being slighted for Talmadge and others. We had been repeatedly told that Mae Marsh had no drawing power from the Triangle offices, and we naturally could not expect her to work and take second place to tentrate people for the rest of her life as for these new names suggested by Mr. Woods any street-car conductor would draw just as much money. I would suggest that you attend to managing the Triangle which is conceded to be the worst managed business in Film History and let Mr. Woods alone in handling the Majestic, the Majestic stars being considered everywhere the best in Moving Pictures with the exception of Mary Pickford and Marguerite Clark. I insist that none of these fake stars be put on through The Fine Arts Co. I insist on this in the interest of the debt due me in every direction from the Triangle Company, after putting over such samples of lemons as two or three we had last year, leave this line alone. I would advise using your efforts while they are very much needed in the advertising and managerial offices of the Triangle.

for stars

D. W. GRIFFITH.

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

(Copy)

4-27-16-130,000 (26-16299)
42 C. T.

This report is NOT to be made before October 31, 1916.
When completed MAIL to State Tax Department, Albany, N. Y., to arrive not later than November 15, 1916.

(SEE PENALTY NOTICE)

As TREASURER of the

WARK PRODUCING CORPORATION ~~Company~~

I make the following report of such Company for the year ending October 31, 1916, pursuant to the provisions of **Section 192,** Chapter 60 of Consolidated Laws:

(1) The last preceding report made by this Company to the State of New York under the provisions of the above acts was for the year ending October 31, 191 None

(2) Organized December 27th 1915, 19..., under the laws of New York

(3) This company began business in the State of New York on September 5th 1916 ~~19~~

(4) Authorized capital stock of Company 1500 shares $ No par value

(5) Number of shares of stock *authorized* { Common 1500 / Preferred None

(6) Number of shares of stock *issued* { Common 1500 / Preferred None

(7) *Par value* of each share { Common no pare value $ / Preferred None $

(8) Amount paid into Treasury of Company on each share { Common $ / Preferred $

(9) Amount of Capital stock issued for cash or property except as in (10) $ (1500 No par value

(10) Amount of Capital stock issued for good will, copyrights, brands, patents, trade-marks, formulæ, services, etc., other than cash or property as in (9) $ (See remarks

Dividends made or declared during year ending October 31, 1916

(11) Amount of **common stock** on which dividends were declared None $

(12) Amount and date of each dividend on **common stock** None

(13) Rate per cent per annum of dividends on **common stock** None

(14) Amount of **preferred stock** on which dividends were declared None $

(15) Amount and date of each dividend on **preferred stock** None

(16) Rate per cent per annum of dividends on **preferred stock** None

(17) Nature of **business** in State of New York and **how transacted** Exhibition and Exploitation of the photoplay entitled "Intolerance"

(18) (*a*) **Place, street** and **number** where such business is conducted Longacre Building, New York City

(*b*) **Where will mail reach the Company?** Room 807 Longacre Building 1476 Broadway, New York City.
(Place, street and number)

(19) Where is your "principal office," as shown by your articles of incorporation, located?

(20) (*a*) On what amount, **other than real estate,** was the corporation last assessed at the place where its "principal office" was located? $Never assessed
(*b*) Have you received blank report for local assessment from this Department?

(21) Give the exact location where **this corporation** maintained any store, warehouse, factory or place of business outside the State of New York

(22) Highest **bona fide price** at which stock sold during the year ending October 31, 1916 { Preferred $ None / Common $ Not known

(23) Lowest **bona fide price** at which stock sold during year ending October 31, 1916 { Preferred $ None / Common $ Not known

Both FOREIGN and DOMESTIC corporations must answer paragraphs 24–37 inclusive. Any property indicated in section 10 of this report must not be included below.

IN NEW YORK STATE

(24) Average value of **stock in trade** carried during the year ending October 31, 1916 $ 10,000.

(25) Average monthly **bank and cash balance** employed during the year ending October 31, 1916 $ 4,800.

(26)† Average value of **bills and accounts receivable** during the year ending October 31, 1916 $ None

(27)* Average cash value of **shares of stocks** of other corporations doing business in the State of New York and owned by this Company during the year ending October 31, 1916 $ None

(28)‡ Average value of bonds, loans on call and other financial securities held, used or employed in New York during the year ending October 31, 1916 $ None

(29) Average value of all personal property other than heretofore mentioned during the year ending October 31, 1916 $ None

(30) Average **gross actual value of real estate** located in the State of New York and owned by this Company during the year ending October 31, 1916 $ None

(30a) Average assessed value of above real estate $

Location

Location

Location

OUTSIDE NEW YORK STATE

(31) Average value of **stock in trade** carried during the year ending October 31, 1916 $ 5000.

(32) Average monthly **bank and cash balance** employed during the year ending October 31, 1916 $ None

(33)† Average value of **bills and accounts receivable** during the year ending October 31, 1916 $ "

(34)* Average cash value of **shares of stocks** of other corporations owned by this corporation where such corporations are doing business wholly without the State of New York $ "

(35)‡ Average value of bonds, loans on call and other financial securities held, used or employed outside the State of New York during the year ending October 31, 1916 $ "

(36) Average value of personal property, other than heretofore mentioned during the year ending October 31, 1916 $ "

(37) Average **gross actual value of real estate** located **outside** the State of New York and owned by this Company during the year ending October 31, 1916, and where situated $ "

(37a) Average assessed value of above real estate $

(In stating location, city or village or town **must be** given, with street and number)

Total of assets above enumerated located in the State of New York during the year ending October 31, 1916 $ 14,800.

Total of assets above enumerated located outside the State of New York during the year ending October 31, 1916 $ 5000.

The word "average" wherever it appears in this report has its plain, ordinary significance; neither the highest amount nor the lowest, but the mean. The same method employed in determining average assets should be used in determining average liabilities.

† Bills and accounts receivable are generally located at the place from which the goods are shipped, provided the corporation there maintains **at its own expense** a place of business, including a store or warehouse. The residence of the debtor is of no importance.

* In answering Nos. 27 and 34, if the assets of the company whose stock is owned by your corporation are employed both "In" and "Outside" New York, an apportionment of your holdings may be made on the basis of employment.

‡ Assets in Nos. 28 and 35 should be considered as located wherever the same are held.

(38) AVERAGE LIABILITIES:

Bonds not secured by mortgage, average (See note below)	$ 300,000
Mortgages, average	$ None
Bills payable, average	$ $10,000.
Accounts payable, average	$ None
Other liabilities, **not including capital stock, average** as explained belbw	$ $10,000.
Total average liabilities	$ 320,000.

(39) Percentage of total assets of the Company employed in manufacturing by the Company in the State of New York during the year ending October 31, 1916, and in the sale of the product so manufactured?

(40) Are goods handled by you manufactured for you by others or bought for sale?

(41) Do you operate a factory? If so, where?

REMARKS.

T his corporation owns but one asset, the negative of the motion picture photoplay, "Intolerance", From this negative, positive prints are made and the positive prints are rented for exhibition throughtout the United States.

*****In answering 9 and 10 some difficulty has been met. 1500 shares of the stock was issued for the negative and positive prints of the Photoplay "Intolerance" and all accessories, and for the copyright thereof. No apportionment was made when issuing the stock.

(Note) Total amount of authorized certificates of indebtedness of the company issued and outstanding.

Officers' Names:

Albert H. Banzhaf *President*, C.E. Sterrett *Secretary*,

None *Vice-President*, Al. S. Roth *Treasurer*.

The undersigned, being the Treasurer of the above Company, estimates and appraises the Capital Stock of said Company as follows:

1500 shares at Twenty five ($25.) ---------- dollars

cents per share, amounting in the whole to $37,500.00

100 dollars

In Witness Whereof, I have set my hand this 14th day of November, 1916

Treasurer
(*Official title*)

[Over]

Note.— Corporations paying six or more than six per centum on their ENTIRE issued capital stock need not appraise their capital stock; all others must appraise.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

STATE OF NEW YORK,
County of New York } ss.:

On this 14th day of November A. D. 1916, personally appeared before me, a Notary Public in and for the County of New York A.S. Roth, of the above named Company, who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes all dividends of any description declared by said Company during the year ending October 31, 1916, and that he has, according to his best knowledge and belief, appraised the Capital Stock of the Company as provided by statute, at not less than the average price at which it sold and not less than the difference between its assets and liabilities, exclusive of capital stock.

A S Roth

Sworn to before me the day and year aforesaid.

Belle Cohen
Notary Public.

NOTARY PUBLIC
NEW YORK COUNTY No. 278
NEW YORK REGISTER No. 6223
BRONX COUNTY No. 43
MY COMMISSION EXPIRES MAR. 30, 1918

Form 42

CAPITAL STOCK REPORT

For Year Ending October 31, 1916, of

The Mark Producing Corp.
C. E. Sterrett
71 W. 23rd St

Report Due November 15th

Duplicate copy should be kept for your files
All annexed statements must be sworn to thereon.

PENALTY NOTICE.

Every corporation, association, joint-stock company, person or partnership failing to make the annual report required by this article, or failing to make any special report required by the commission, within any reasonable time to be specified by the commission, shall forfeit to the people of the state the sum of one hundred dollars for every such failure, and the additional sum of ten dollars for each day that such failure continues. (Tax Law, section 197.)

4-27-16-130,000 (26-16299)
42 C. T.

This report is NOT to be made before October 31, 1916. When completed MAIL to State Tax Department, Albany, N. Y., to arrive not later than November 15, 1916.

(SEE PENALTY NOTICE)

As Treasurer of the DAVID W. GRIFFITH CORPORATION Company

I make the following report of such Company for the year ending October 31, 1916, pursuant to the provisions of **Section 192,** Chapter 60 of Consolidated Laws:

(1) The last preceding report made by this Company to the State of New York under the provisions of the above acts was for the year ending October 31, 1915

(2) Organized December 31st, 1913, under the laws of New York

(3) This company began business in the State of New York on December 31st 1913

(4) Authorized capital stock of Company $ 10,000.

(5) Number of shares of stock *authorized* { **Common** 100 / **Preferred** None

(6) Number of shares of stock *issued* { **Common** 100 / **Preferred** None

(7) *Par value* of each share { **Common** $ 100. / **Preferred** $ None

(8) Amount paid into Treasury of Company on each share { **Common** $ 10,000. / **Preferred** $ None

(9) Amount of Capital stock issued for cash or property except as in (10) $ None

(10) Amount of Capital stock issued for good will, copyrights, brands, patents, trade-marks, formulæ, services, etc., other than cash or property as in (9) $ 10,000.

Dividends made or declared during year ending October 31, 1916

(11) Amount of **common stock** on which dividends were declared $ None

(12) Amount and date of each dividend on **common stock** None

(13) Rate per cent per annum of dividends on **common stock** None

(14) Amount of **preferred stock** on which dividends were declared $ None

(15) Amount and date of each dividend on **preferred stock** None

(16) Rate per cent per annum of dividends on **preferred stock** None

(17) Nature of **business** in State of New York and **how transacted** Release and sale of motion picture

(18) (*a*) **Place, street** and **number** where such business is conducted 2 Rector Street, New York City

(*b*) **Where will mail reach the Company?** 2 Rector Street, New York City
(Place, street and number)

(19) Where is your "principal office," as shown by your articles of incorporation, located? New York City

(20) (*a*) On what amount, **other than real estate,** was the corporation last assessed at the place where its "principal office" was located? $ None

(*b*) Have you received blank report for local assessment from this Department? Yes

(21) Give the exact location where **this corporation** maintained any store, warehouse, factory or place of business outside the State of New York None

(22) Highest **bona fide price** at which stock sold during the year ending October 31, 1916 { **Preferred** $ None / **Common** $ None

(23) Lowest **bona fide price** at which stock sold during year ending October 31, 1916 { **Preferred** $ None / **Common** $ None

Both FOREIGN and DOMESTIC corporations must answer paragraphs 24-37 inclusive. Any property indicated in section 10 of this report must not be included below.

IN NEW YORK STATE

(24) Average value of **stock in trade** carried during the year ending October 31, 1916 $ None

(25) Average monthly **bank and cash balance** employed during the year ending October 31, 1916 $ 750.00

(26)† Average value of **bills and accounts receivable** during the year ending October 31, 1916 $ None

(27)* Average cash value of **shares of stocks** of other corporations doing business in the State of New York and owned by this Company during the year ending October 31, 1916 $ None

(28)‡ Average value of bonds, loans on call and other financial securities held, used or employed in New York during the year ending October 31, 1916 $ None

(29) Average value of all personal property other than heretofore mentioned during the year ending October 31, 1916 $ None

(30) Average **gross actual value of real estate** located in the State of New York and owned by this Company during the year ending October 31, 1916 $ None

(30a) Average assessed value of above real estate $ None

Location

Location

Location

OUTSIDE NEW YORK STATE

(31) Average value of **stock in trade** carried during the year ending October 31, 1916 $ 1192.41

(32) Average monthly **bank and cash balance** employed during the year ending October 31, 1916 $ None

(33)† Average value of **bills and accounts receivable** during the year ending October 31, 1916 $ None

(34)* Average cash value of **shares of stocks** of other corporations owned by this corporation where such corporations are doing business wholly without the State of New York $ None

(35)‡ Average value of bonds, loans on call and other financial securities held, used or employed outside the State of New York during the year ending October 31, 1916 $ None

(36) Average value of personal property, other than heretofore mentioned during the year ending October 31, 1916 $ None

(37) Average **gross actual value of real estate** located **outside** the State of New York and owned by this Company during the year ending October 31, 1916, and where situated $ None

(37a) Average assessed value of above real estate $ None

(In stating location, city or village or town **must be** given, with street and number)

Total of assets above enumerated located in the State of New York during the year ending October 31, 1916 $ 750.00

Total of assets above enumerated located outside the State of New York during the year ending October 31, 1916 $ 1192.41

The word "average" wherever it appears in this report has its plain, ordinary significance; neither the highest amount nor the lowest, but the mean. The same method employed in determining average assets should be used in determining average liabilities.

† Bills and accounts receivable are generally located at the place from which the goods are shipped, provided the corporation there maintains **at its own expense** a place of business, including a store or warehouse. The residence of the debtor is of no importance.

* In answering Nos. 27 and 34, if the assets of the company whose stock is owned by your corporation are employed both "In" and "Outside" New York, an apportionment of your holdings may be made on the basis of employment.

‡ Assets in Nos. 28 and 35 should be considered as located wherever the same are held.

(38) AVERAGE LIABILITIES:

Bonds not secured by mortgage, average $ None

Mortgages, average $ None

Bills payable, average $ None

Accounts payable, average $ 1,000.

Other liabilities, **not including capital stock, average** as explained below $ None

Total average liabilities $ 1,000.

(39) Percentage of total assets of the Company employed in manufacturing by the Company in the State of New York during the year ending October 31, 1916, and in the sale of the product so manufactured? None

(40) Are goods handled by you manufactured for you by others or bought for sale? By others

(41) Do you operate a factory? None If so, where? None

REMARKS.

Officers' Names:

David W. Griffith *President,* Albert H. T. Banzhaf *Secretary,*

H. E. Aitken *Vice-President,* Albert H. T. Banzhaf *Treasurer.*

The undersigned, being the Treasurer of the above Company, estimates and appraises the Capital Stock of said Company as follows:

100 shares at fifty dollars cents per share, amounting in the whole to $5,000. 100 dollars

In Witness Whereof, I have set my hand this day of November, 1916

~~President~~ Treasurer
(*Official title*)

[Over]

Note.— Corporations paying six or more than six per centum on their ENTIRE issued capital stock need not appraise their capital stock; all others must appraise.

D. W. GRIFFITH COLLECTION
U. OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
U OF MODERN ART FILM LIBRARY

STATE OF NEW YORK,
County of New York } ss.:

On this 16 day of November A. D. 1916, personally appeared before me, a Notary Public in and for the County of New York Albert H. T. Banzhaf, Treasurer, of the above named Company, who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes all dividends of any description declared by said Company during the year ending October 31, 1916, and that he has, according to his best knowledge and belief, appraised the Capital Stock of the Company as provided by statute, at not less than the average price at which it sold and not less than the difference between its assets and liabilities, exclusive of capital stock.

Albert H. T. Banzhaf

Copy

Sworn to before me the day and year aforesaid.

F. J. Weir
Notary Public.

294454

Form 42

CAPITAL STOCK REPORT

For Year Ending October 31, 1916, of

The David W. Griffith Corp Co.
A. H. T. Banzhaff
2 Rector st. R. 1507 NYC

Report Due November 15th

Duplicate copy should be kept for your files
All annexed statements must be sworn to thereon.

PENALTY NOTICE.

Every corporation, association, joint-stock company, person or partnership failing to make the annual report required by this article, or failing to make any special report required by the commission, within any reasonable time to be specified by the commission, shall forfeit to the people of the state the sum of one hundred dollars for every such failure, and the additional sum of ten dollars for each day that such failure continues. (Tax Law, section 197.)

CERTIFIED COPY OF RESOLUTION

I, JOHN A. BARRY, Secretary of the D. W. G. CORPORATION, do hereby certify that the following is a true copy of a resolution duly adopted by the Board of Directors of said Corporation at a meeting held on the 7th day of September 1916:

"Upon motion duly made, seconded and carried, the following persons were duly elected officers of this corporation for the ensuing year or until their successors are duly chosen and qualified:

Albert H. T. Banzhaf, President,
Albert Griffith, Vice-President,
-and-
John A. Barry, Secretary and Treasurer.

The above named gentlemen being present duly accepted their respective offices, and immediately entered upon the discharge of their official duties."

x-x-x-x-x-x-x-x

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 16th day of November 1916.

(Signed) John A Barry
Secretary

New York November 20th 1916.

Hon. Alfred E. Smith
Sheriff New York County,
51 Chambers Street, City.

Dear Sir:

We beg to acknowledge receipt of execution against salary, pursuant to Sect. 1391 of the Code; also copy of order and affidavit on which this said execution was granted in re proceeding of Anthony Bagerozy against Albert M. Pesce. In reply thereto, beg to advise that although Mr. Pesce is technically in the employ of our company, nevertheless he is without the jurisdiction of New York, viz: in Chicago, Ill. and is paid directly in said city by the manager there of one of our separate companies, which manager pays all employees at Chicago, and thus none of the funds come within our hands within the state of New York and we are therefore unable to withhold any part of Mr. Pesce's salary.

Very truly yours,

The Wark Producing Corporation
By

President.

AHTB:L

Enc.

ANGELES EVENING HERALD: NOVEMBER 21, 1916

$5000 LIBRARY IS INSTALLED BY INCE

An appropriation of $5000 has been set aside for the installation of a bigger and more complete library at the Triangle Kay-Bee studios in Culver City. There always has been a research department at the disposal of the Ince authors and directors, but the general expansion of the literary staff has necessitated a commensurate expansion of the book shelves. Miss Florence Vicent has been appointed librarian.

Second-hand autos of all makes are advertised in the Classified columns of The Evening Herald.

BIG CROWDS STILL CLAMOR TO WITNESS GRIFFITH PICTURE

A Portion of the Line Which Is a Daily Feature of the Box Office Rush at Clune's Auditorium

This poem written by ex-wife of Earl Rogers in Reno (Confidential)

To D. W. G.

(A Tribute)

INTOLERANCE—you have said it!
Master mind! You wizard man!
Through the ages you have shown us,
As the films their story ran.

May it make us sweeter, gentler;
May we grasp the lessons taught;
Be more like Him who graced the wedding
With the wine no gold had bought.

Temperance, kindness, tolerance, loving
Makes this world a happier place.
Thank you, Big Man, for the picture.
With the "great ones" take your place.

B. G. R.

would have "got the money" at the Colliseum in Rome.

So the venerable Persistence of Vision is, as all can see, the great-great-great, etc., grand father of the motion picture industry and it became known that a picture, once thrown on the retina of the eye, will remain there for from a tenth to a ...ieth of a second somewhere ...ore the beginning of the ...n, and the consensus of ...that it was about 84 ...ed whether the ... this fact ...ee by

L. A. Herald

'One Good Turn Deserves 'Nother'

The Los Angeles motion picture colony was one of the principal factors in the election of President Wilson.

The motion picture people supported Wilson because of the decision of the United States supreme court in upholding the state board of censors in Kansas and Ohio.

The motion picture people went solidly for Wilson and as the vote in California was responsible for Wilson's election, it can be seen that the support of the movie folk was a big factor in the election.

L. A. Herald

51 R 1M 1-16 B&B

ESTABLISHED 1782.

Phœnix Assurance Co., Ltd.

OF LONDON

100 WILLIAM STREET, NEW YORK

New York, Nov. 20-1916

David W. Griffith Corporation

% H. T. Baumhof. 2 Rector St N.Y.

The Phœnix Assurance Co., Ltd., of London, herewith gives five days' formal notice of its intention to cancel Policy No. 1114380 issued 7/28 to you as ~~owner and Mortgagee~~, for $ 14500.00 location at 601/603 West 47th St N.Y. in accordance with the stipulations and provisions embraced in lines No. 51 to 55, both inclusive, of the printed conditions of said policy, to wit:

"This policy shall be cancelled at any time at the request of the insured, or by the Company by giving five days' notice of such cancellation. If this policy shall be cancelled as hereinbefore provided or become void or cease, the premium having been actually paid, the unearned portion shall be returned on surrender of this Policy or last renewal, this Company retaining the customary short rate; except that when this Policy is cancelled by this Company by giving notice, it shall retain only the pro rata premium."

Please take special notice that all liability of said Phœnix Assurance Co., Ltd., under said Policy and its last renewal (if any) will absolutely cease at noon Nov. 27-1916 unless surrender thereof to said Company be sooner made, and that the unearned premium due, if any, will be held subject to your order and return of the policy.

Respectfully yours,

J. H. Birch

Cashier.

To be cancelled for non-payment of Premium

$ 254.04
13.63
240.41

REGISTERED LETTER

W. L. PERRIN & SON, Agents,

METROPOLITAN DEPARTMENT,

Agricultural Ins. Co., Watertown, N. Y.
British America Assurance Co., Canada.
Dubuque Fire & Marine Ins. Co., Dubuque, Iowa.
Farmers Fire Ins Co., York, Penna.
Merchants Fire Ins. Co., Denver, Col.
Millers National Ins. Co., of Chicago, Ill.
Milwaukee Mechanics' Ins. Co., Milwaukee, Wis,
New Brunswick Fire Ins. Co., New Brunswick, N. J.
Ohio Farmers Ins. Co., LeRoy, O.

73 MAIDEN LANE,

NEW YORK, Nov 21st 1916

David W Griffith Corp.
c/o Albert H. T. Barnhart Atty
2 Rector St NY

CANCELLATION OF POLICY.

DEAR SIR:

IN ACCORDANCE WITH THE PRIVILEGE RESERVED TO THE COMPANY IN LINES 51 TO 55 INCLUSIVE OF ITS POLICY THE British America Ass'ce Co. OF Toronto, Can HEREBY NOTIFIES YOU THAT IT **CANCELS** ITS POLICY NO. 292158 "The Avenging Conscience" Covering at 601-603 West 47th St COVERING $12500 ON Negative AND THAT IN ACCORDANCE WITH THE PROVISIONS OF SAID POLICY ALL LIABILITY OF SAID COMPANY THEREUNDER WILL CEASE AND TERMINATE AT NOON ON THE 27th DAY OF Nov 1916 THIS ACTION BEING TAKEN FOR THE REASON THAT THE PREMIUM THEREON AMOUNTING TO $206.50 HAS NOT BEEN PAID.

YOURS TRULY,

W L Perrin & Son
Br 6 RM

AGENTS.

D. W. G. Co

November 24th 1916

Mr. J. S. Perkins,
Secy., Commercial Trust Co. of N.J.,
15 Exchange Place,
Jersey City, N. J.

Dear Sir:

I enclose herewith certified copy of resolution of the D.W.G. Corporation showing the election of officers thereof duly signed by the Secretary.

I also enclose signature card.

Very truly yours,

AHTB/R
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 24th 1916

Mr. Al. S. Roth,
150 - 33 Street,
Whitestone, L. I.

Dear Mr. Roth:

Will you kindly sign the enclosed as Treasurer of the Wark, and return to the uptown office so that I may file the same with the bank.

I regret to hear of your illness, and I do hope that you will have a speedy recovery. Take good care of yourself and do not let office matters worry you in the slightest.

With best regards to you and Mrs. Roth, I am

Very truly yours,

ABTB/R
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

November 24th 1916

Mrs. A. S. Roth,
150 - 33rd Street,
Whitestone, L. I.

Dear Mrs. Roth:

I addressed this letter to you, and if Mr. Roth is not too ill, will you kindly read the enclosed letter to him and ask him to sign the within statement as Treasurer. Of course, do not let him see this letter to you. However, if you do not believe he can sign the same, return it to me and I will call a special meeting of the board of directors and in that way accomplish the same result.

With kindest regards and best wishes for his speedy recovery, I am

Very truly yours,

AHTB/R
Enc.

OFFICERS
MAIN OFFICE
JOHN W. HARDENBERGH, PRESIDENT
WILLIAM J. FIELD, VICE PRESIDENT
JAY S. PERKINS, SECRETARY & TREASURER
J. RICHARD TENNANT, ASSISTANT SECRETARY
ROBERT S. CARMICHAEL, ASSISTANT TREASURER.
GROVE STREET BRANCH
338 GROVE STREET
JAMES G. MORGAN, VICE PRESIDENT
J. HENRY CASTENS, ASSISTANT TREASURER
S. LE ROY HETRICK, ASSISTANT SECRETARY
LYMAN H. OPDYCKE, ASSISTANT SECRETARY
FIVE CORNERS BRANCH
660 NEWARK AVENUE
ALBERT I. DRAYTON, VICE PRESIDENT
CHARLES L. DECKER, ASSISTANT TREASURER
EDWARD HENN, ASSISTANT SECRETARY

COMMERCIAL TRUST COMPANY
OF NEW JERSEY

MAIN OFFICE
15 EXCHANGE PLACE

JERSEY CITY, N.J. Nov. 25, 1916

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
N. Y. City

Dear Sir:-

We beg to acknowledge receipt of your favor of the 24th inst. enclosing signature card of the D. W. G. Corporation, also certified copy of resolution showing the election of the officers of said corporation for which we thank you.

Yours very truly,

Sec'y & Treas.

LAW OFFICES OF
ARTHUR WRIGHT
208-209-210 CURRIER BUILDING
LOS ANGELES, CAL.

November 25, 1916.

Albert H. T. Banzhaf,
Attorney-at-Law,
#2 Rector St., New York.

Dear Sir:-

Sometime ago you sent me the affidavits in the F-4 and Wark Companies to be filed with the secretary of state in order to comply with the laws of this state regarding foreign corporations.

You asked that I get in touch with Mr. Barry to see if it was not possible to withdraw our articles in the Wark Company but complete the F-4.

I have filed the affidavit in the F-4 and the certified copies have been returned to us by the secretary of state so that the affairs of that company are settled, However, I see no possible way of withdrawing the Wark articles and inasmuch as all expenditures connected with filing our articles and the affidavit have already been paid and there is no possibility of recovering it, it seems to me advisable to also file the affidavit for the Wark Company. I have delayed this matter for a long time thinking I could get in touch with Mr. Barry as you suggested in your letter. I tried to make appointments with him while he was here but he was so busy with Intolerance he could not spare me the time, so will you kindly write me what you desire me to do in this matter.

Very truly yours,

Loyd Wright.

52—R 2500 3-13

ESTABLISHED 1782.

PHŒNIX ASSURANCE CO., LTD.
OF LONDON
100 WILLIAM STREET, NEW YORK

New York, Nov 27 *1916*

David W. Griffith Corp.
W. H. T. Braunhof. 2 Rector St. N.Y.

Dear Sir:

Referring to our notice of the 20th inst., you are hereby notified that your policy No. 111438 has this day been cancelled.

Respectfully yours,

J. H. Birch

Secretary.

WAIVER OF NOTICE
-of-
SPECIAL MEETING OF BOARD OF DIRECTORS
-of the-

WARK PRODUCING CORPORATION

----oOo----

We, the undersigned, being all the Directors of the above named corporation, do hereby waive all notice whatsoever of the Special Meeting of the Board of Directors to be held at the office of the Corporation, 1476 Broadway, Borough of Manhattan, City of New York, at 1945 o'clock P.M., on the 27th day of November 1916, and do consent to the transaction of any and all such business as may regularly come before said meeting.

Dated, N. Y., Nov. 27, 1916.

Edwin J Barnhart

Florence Lipnick

Theodore Mitchell

Albert E Barnhart

C G Sturtis

At a Special Meeting of the Board of Directors of the WARK PRODUCING CORPORATION, held at its office, 1476 Broadway, Borough of Manhattan, City, County and State of New York, on the 27th day of November 1916 at 12:45 o'clock in the afternoon.

P R E S E N T: Messrs. Albert H.T.Banzhaf, President, Clarence E. Sterrett, Secretary, Theodore Mitchell, director

Mr. Banzhaf, President, called the meeting to order; Mr. Sterrett recorded.

The Secretary presented a waiver of notice of this meeting, which was signed by all the directors and ordered on file.

On motion duly made, seconded and carried, the following resolution was unanimously adopted:

RESOLVED, that owing to the illness and absence from the City of Al. S. Roth, Treasurer of this Corporation, that Guy C. Smith and Ormsby A. Court, or either of them, be and they hereby are authorized to sign or countersign checks in conjunction with the President on behalf of this Corporation against the funds on deposit in the name of this Corporation with the Central Trust Company, until further notice.

IT IS FURTHER RESOLVED, that a copy of this resolution be certified by the Secretary and filed with said Central Trust Company.

There being no further business before the meeting, the same was adjourned,

C. E. Sterrett
Secy

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CERTIFIED COPY OF RESOLUTION

---oOo---

I, CLARENCE E. STERRETT, Secretary of the Wark Producing Corporation, do hereby certify that the following is a true copy of a resolution duly adopted by the board of directors of this corporation at a special meeting held at its office on the 27th day of November 1916:

x-x-x-x-x-x-x

"RESOLVED, that owing to the illness and absence from the City of Al. S. Roth, Treasurer of this Corporation, that Guy C. Smith and Ormsby A. Court, or either of them, be and they hereby are authorized to sign or countersign checks in conjunction with the President on behalf of this Corporation against the funds on deposit in the name of this Corporation with the Central Trust Company, until further notice.

"IT IS FURTHER RESOLVED, that a copy of this resolution be certified by the Secretary and filed with said Central Trust Company."

x-x-x-x-x-x-x-x

IN WITNESS WHEREOF, I Have hereunto set my hand and affixed the seal of the corporation this 27th day of November, one thousand nine hundred and sixteen.

C. E. Sterrett
Secretary

Below are the signatures of the President and Assistant-Treasurers:

Alex N. Barry
President

Ormsby A. Court

Assistant-Treasurers

SEELYE BENEDICT ANDREW CZAR BENEDICT WALTER ST. JOHN BENEDICT CHARLES T. SWIMM.

Benedict & Benedict
Insurance

215 MONTAGUE STREET

NEW YORK OFFICE
35 & 37 NASSAU ST.

D*HCA*V

BROOKLYN, N.Y. November 27th, 1916.

Mr. Albert H. Banzhaf,
2 Rector Street,
New York City.

Dear Sir:-

We enclose herewith policy mentioned on memorandum bill dated the 10th inst., which, according to our records covers your order of September 16th, 1916 for $2500. on a Bi Focus Motion Picture Camera on the sixteenth floor of the above building.

We trust the policy will be found correct, or if not that you will kindly advise us promptly of any discrepancy .

In order that we may investigate the rate applying to these premises, will you please copy the following letter on one of your letter heads, viz:

"New York Fire Insurance Exchange,
123 William Street, N. Y. City.
Gentlemen:-
Please send us a schedule showing the make-up of the rate applying to the sixteenth floor of building 2 to 12 Rector Street, 56-66 Trinity Place and 91-101 Greenwich Street, New York City.
Yours truly,

Please send this letter to us for delivery to the Exchange and oblige,

Yours truly,

Benedict & Benedict
P.H.A.

November 30th 1916.

D.W.Griffith (Assigned D.W.G. Corporation)

In Account with

Epoch Producing Corporation

Net Earnings for month of November,1916, as per Treasurer's Report,		$45,258.02
D.W.Griffith share 37½%		16,971.76
Assigned to R.E.Aitken, 40% and reassigned	6,788.71	6,788.71
Assigned to D.W.G.Corp., 60%	10,183.05	10,183.05
Less Sept.19th advance, not previously deducted	5,000.	16,971.76
	$5,183.05	

Wp. Dec 4-16

N. ab.

Copy.

EPOCH PRODUCING CORPORATION

TREASURER'S REPORT FOR NOVEMBER 1916.

Income "A"	18,443.54	
B	17,965.26	
C	14,854.74	
D	13,419.06	
E	33,049.75	
F	8,150.77	
Eng. Co. #1	11,029.28	
" " #1 office expense	570.64	
" " #2	5,316.25	
" " #2 office expense	285.84	
" " #3	3,488.74	
" " #3 office expense	285.00	
Aust. Co.#2	958.20	
" " #3	2,222.77	
" " #4	2,747.31	
So. Amer. Co.#1	1,945.42	
" " " #2	1,930.24	
" " " #3	1,145.88	137,808.69
Rights: New England	142.73	
Western	9,885.06	10,027.79
Arch MacGovern, Mgr.		100.
Guy C. Smith, Mgr.		1,967.74
Income from all sources		149,904.22

Expense, General	11,697.75		
" Co. "A"	8,203.63		
B	8,053.58		
C	6,167.44		
D	9,197.24		
E	26,510.45		
F	3,913.69		
Eng. Co.#1	7,907.55		
" " #2	1,977.67		
" " #3	1,788.46		
So. Amer. Co.#1	2,913.15		
" " " #2	3,124.55		
" " " #3	951.58		
Aust. Co.#2	471.89		
" " #3	1,661.58		
" " #4	2,742.31	97,282.52	
Production Supplies		388.94	
Geo. Bowles, Mgr. Australian Cos.		1,052.50	
W.E.Burlock, " English Cos.		5,782.24	
A.L. Grey, " Australia Sinking Fund		140.	
		104,646.20	149,904.22
Total Expense			104,646.20
			$45,258.02

Cash in Bank Nov. 30th	59,082.95
Profits and Dividends paid Nov.	50,786.20
Cash balance in bank,	$8,296.75

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Banzhaf

Birth

Stockholders' 43rd-25% Dividend.

H. E.Aitken	385	9,625.
Roy E. Aitken	227	5,675.
W.H.Clune	150	3,750.
Goldstein Co. Inc.	62	1,550.
L.J. Hampton	50	1,250.
Robt. H. Mainzer	20	500.
R.J.Huntington	10	250.
O. Wimpenny	30	750.
S. Goldstein	10	250.
A.K. Detwiler	10	250.
Majestic Motion Picture	24	600.
D.W.Corporation	60	1,500.
E.J.Banzhaf	50	1,250.
A.H.T.Banzhaf	3	75.
J.A.Barry	7	175.
W.N.Seligsberg	2	50.
	1100	27500.

Dep Div 4-16 63.

Dated, December

Thomas Dixon		$11,314.50
D.W.G. Corp.	10,183.05 5,000.	5,183.05
R.E.Aitken		6,788.71

23.286.26
27.500
50.786.20

Stockholders 43rd-25%
Dividend

December 1st ,1916.

60,750

LIST OF ASSETS OF D.W.G. CORP.

-oOo-

	Estimated Value
762 shares (no par value) Wark Producing Corp.	- - - - - -
35 Certificates of Ind. " " "	$35,000.00
65,000 indebtedness made by " " "	6,500.00
97 Shares ($100 par) David W.Griffith Corp.(50¢)	48.50
60 " ($100 par) Epoch Producing Corp.	6,000.00
22-1/2% of net profits of Epoch Prod. Corp.	40,000.00
225 Shares F-4 Corporation	- - - - -
	$87,548.50

RECEIPTS	DISBURSEMENTS
$900.00	$15.00
3114.30	10.00
1200.00	344.46
10592.17	45.83
900.00	650.00
8491.83	1500.00
44.33	953.50
13256.36	1000.00
1200.00	250.00
600.00	150.00
6629.78	250.00
13682.08	32.75
1200.00	
10.13	5201.54
14.52	
1029.00	
$62864.50	

Receipts - - $62864.50
Disbursements- 5201.54

Net profit 57662.96
Income to Dec 31 17222
Total 74886.18

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

~~Sept. 22-16~~ Nov 6-16

$10,543.17 Elsh

DWG CORPORATION - WARK CORP. ACCOUNT

Dec. 21 1916	Loan to Wark	$8000.00	
Received from Wark March 24 1917			$1500.00
Received from Wark June 1 1917 a/c loan			1000.00
Received from Wark June 20 1917 a/c loan			23759.51
Aug. 10 1917	Loan to Wark	3000.00	
Received from Wark Sept. 1 1917			3000.00
Received from Wark Sept. 25 1917 (Loan)			2000.00
To Wark - Money advanced as per following items:		5745.30	

July 30 1917	Transfer charges LosAngeles War Picture	$1.92
Sept. 14 1917	Bidwell by wire	198.00
Sept. 20 1917	Bidwell by wire	147.00
Sept. 24 1917	Geo.Bowles (Personal)	1000.00
Sept. 24 1917	DWG Corporation (Loan)	2000.00
Sept. 27 1917	Western Union July and August bills (War Pict.)	55.20
Sept. 28 1917	Bidwell by wire	280.00
Sept. 30 1917	Transfer charges	8.18
Oct. 3 1917	Barry (War Picture)	1000.00
Oct. 4 1917	Bidwell by wire	413.00
Oct. 6 1917	Bidwell (By wire) (Ranch)	640.00

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, FILM LIBRARY

THIS STATEMENT SHOULD BE FILED BY NOVEMBER 10. IT MUST BE FILED BY NOVEMBER 30, 1916.

THE CITY OF NEW YORK

DEPARTMENT OF TAXES AND ASSESSMENTS

MAIN OFFICE

Municipal Building, Ninth Floor, Chambers and Centre Streets,

BOROUGH OF MANHATTAN

The DAVID W. GRIFFITH CORPORATION, a corporation organized
(Please state full name of the corporation.)

under the laws of the State of New York, claiming to be aggrieved by the assessed valuation of its property for the year 1917, makes application by the undersigned, one of the officers of the said corporation, to have the same revised and corrected.

Dated October 2, 1916. .....

STATE THE VALUE OF THE FOLLOWING ITEMS:

ASSETS

All assets must be scheduled, whether located in the State of New York, or elsewhere, including deposits in banks and debts due from non-residents.

1. Real estate ..... $ None
2. Machinery, plant, office furniture and fixtures other than real estate ..... $ None
3. Goods, wares and merchandise ..... $ None
4. All other **tangible** personal property. (This does not include mortgages or credits) $ 1,000.
5. Cash on hand and on deposit ..... $ 236.
6. Debts due from solvent debtors. (This includes bonds and all credits, also "secured debts") ..... $ 8,000.
7. Shares of stock of other corporations ..... $ None
8. Value at which patent rights, copyrights, trade-marks, goodwill and franchises were taken in payment for capital stock ..... $ 10,000.
9. The aggregate of the above assets ..... $ 19,236.

DEDUCTIONS

Except the items numbered 12, 15, 17 and 18, the value of every item to be deducted must be the sum at which it is included in the above statement of assets.

10. Property exempt by law, which includes
    - U. S. Bonds, N. Y. State and Municipal Bonds ..... $ None
    - N. Y. Mortgages recorded on or after July 1, 1906, and mortgages on which a registration tax has been paid since May 13, 1907, also "secured debts." (This includes only mortgages and "secured debts" **owned** by the corporation) ..... $ None
    - Goods imported by above corporation from foreign countries on hand in unbroken original packages ..... $ None
11. Value at which patent rights, copyrights, trade-marks, goodwill and franchises were taken in payment for capital stock ..... $ 10,000.
12. So much of the surplus, if any, as shall not exceed ten per centum of the par value of the shares of stock issued ..... $ None
13. Shares of stock of other corporations actually owned by the above corporation which are taxable upon their capital stock ..... $ None
14. **Tangible** personal property having a permanent situs outside of this State, specifying its nature and location. (This does not include bonds, notes, evidences of debt of any kind, currency, deposits in banks, bills receivable, or any other **intangible** property) ..... $ none
15. The assessed value of the corporation's real estate in this State, including its special franchises. Give Section or Ward and Lot Numbers if in The City of New York ..... $ None
16. Real estate outside of this State, specifying its location ..... $ None
17. Indebtedness secured by the corporation's bond and mortgage on real property to which corporation now holds title ..... $ None
18. All other indebtedness of the corporation not contracted or incurred in the purchase of non-taxable property or securities, or for the purpose of evading taxation. (**The amount owing for goods imported by above corporation from foreign countries on hand in unbroken original packages and the capital stock of the corporation must not be included.**) Itemize as follows:
    - Bonds not secured by mortgage of real estate, $
    - Notes, $
    - Open Accounts, $ 2,000.
    - ..... $
19. The aggregate of the items set down in answer to questions 10 to 18 inclusive $ 12,000.

ADDITIONAL INFORMATION REQUIRED

a. Total par value of capital stock issued ..... $ None

b. Rate of last dividend ..... Date None

c. Amount of surplus, if any, as shown by the books $ None

d. Amount of indebtedness for above imported goods; this amount is not included in No. 18 but is in addition thereto ..... $ None

(OVER)

Gross assets as shown by answer to question 9	$ 19,236.
Aggregate of deductions from gross assets as shown by answer to question 19,	$ 12,000.
Subtract the deductions from the above assets	$ 7,236.
Add "secured debts" upon which no registration tax has been paid	$ x x x
The result is the **CAPITAL STOCK LIABLE TO TAXATION**	$ 7,236.

The principal office or the place of transacting the Financial Business of the said corporation is situated in the Borough of Manhattan, in the City of New York, at No. 2 Rector Street.

THE CITY OF NEW YORK,
COUNTY OF NEW YORK, } *ss.:*

I, ALBERT H. T. BANZHAF the Treasurer of the said corporation, being duly sworn, do hereby certify that the foregoing is in all respects a just and true statement of the property and debts of the corporation on the first day of October, 1916. The statement is in accord with the books of account of the corporation except as otherwise noted.

Sworn to before me this ..... day of November 1916.

.....
(Sign here.)

.....
(Any person authorized to administer oaths.)

MANHATTAN

LINE NO. .....

STATEMENT

OF THE

.....
(Please state full name of the corporation.)

ON APPLICATION FOR REVISION

For 1917

ASSESSMENT FIXED AT

$ .....

Commissioners of Taxes and Assessments.

2334, '16, 62,000 (P)

Wark

AGREEMENT, made this day of November, 1916, between WARK PRODUCING CORPORATION, a corporation organized under the laws of the State of New York, hereinafter referred to as the Wark Company, of the first part, and EMPIRE a corporation organized under the laws of the State of New York, hereinafter referred to as the Empire Company, of the second part,

WITNESSETH:-

1. The Wark Company is the owner of the copyrighted motion picture photoplay entitled "INTOLERANCE" and has the sole right to distribute the same throughout the territory hereinafter specified.

2. The Wark Company hereby leases to the Empire Company, one (1) print of the said photoplay for the term of ten years from the date hereof for exhibition and exploitation in the territory hereinafter specified for a rental of One Hundred Sixty five Thousand ($165,000.) Dollars, payable as follows:

Fifty Thousand ($50,000.) Dollats on the execution and delivery of this agreement, receipt whereof is hereby acknowledged

Ninety Thousand ($90,000.) Dollars on or before December 18th 1916, and the balance of Twenty five Thousand ($25,000.) Dollars on the 19th day of March, 1917.

In the event that the Empire Company elects to pay the Twenty five thousand ($25,000.) Dollars herein mentioned as due on the 19th day of March, 1917, together with the ten thousand ($10,000.) on the 18th day of December, 1916, at the same time as the payment of the Ninety thousand ($90,000.) Dollars, then in such event a discount of Five thousand ($5,000.) dollars shall be made, making the total balance to be paid on the 18th day of December, 1916, the sum of One Hundred and Twenty Thousand ($120,000.) Dollars.

D. W. GRIFFITH COLLECTION
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The Wark Company hereby agrees to deliver to the said Empire Company in addition thereto, on or before the 18th day of December, 1916, nine (9) prints of the said photoplay "INTOLERANCE" for the agreed price of Eighty six hundred and forty ($8640.) Dollars, and the said Wark Company hereby leases to said Empire Company all of said prints together with all the Wark Company's rights to exhibit and exploit and deal in and with said photoplay in the said territory hereinafter mentioned, during the said period, and in addition thereto said Wark Company agrees to sell and deliver lithographic paper to the Empire Company, equivalent to the cost value of Thirteen hundred and sixty ($1360.) Dollars, and it is mutually agreed by the parties hereto that said respective sums amounting to Ten thousand ($10,000.) Dollars shall be added to as an additional compensation and be paid on the 19th day of March, 1917, and it is further agreed that the default of the payment of said total sum of Thirty five thousand ($35,000.) Dollars on the 19th day of March, 1917, as hereinbefore provided, shall be deemed a breach of this contract and the Wark Company may forthwith seize all prints as hereinafter provided.

3. The Territory hereinbefore referred to within which said photoplay and prints may be exhibited and exploited is the entire state of New York, except that the Empire Company shall not have the privilege of exhibiting said picture in the city of New York until after the 15th day of February, 1917, and the exhibiting rights of which shall remain in the Wark Company' and be limited to the present engagement at the Liberty Theatre.

It is mutually agreed by the parties hereto that the engagement by the Wark Company for the exhibition of the photoplay at the Montauk Theatre, Brooklyn, for a period of eight days shall

be also excepted from the privileges of the foregoing exclusive territorial rights; the profits accruing from said engagement belonging to the Wark Company shall be paid to the Empire Company.

4. The Empire Company agrees to forward to the Wark Company's iffice in the Longacre Building, New York City, copies of all box office statements or booking statements showing gross receipts of every performance, received by them for each film exhibited so that the same shall be received within forty eight hours after their receipt by the Empire Company.

5. The Wark Company agrees with the Empire Company that during the term of this lease, neither the Wark Company nor its servants or agents shall exhibit or exploit said photoplay or any part thereof, or cause it or any part thereof to be exhibited or exploited within the territory aforesaid, except as hereinbefore provided, and further agrees that it has not given nor will it give any person, firm or corporation any right, license or privilege to sell, exhibit, exploit, or otherwise deal in and with the said photoplay within the said territory during the term of this lease.

6. The Empire Company agrees that it will not copy or duplicate said photoplay or any part thereof or cause or permit the same to be copied or duplicated and that it will not exhibit or exploit the said photoplay or cause or permit the same to be exhibited or exploited in any other territory than the aforementioned territory, and that it will not exhibit or exploit any prints of said photoplay other than those hired hereunder within the said territory, and always exhibit said photoplay in a first class manner and in the form of the story as presented by the prints so leased as aforesaid, and that upon violation of this or any other provision of this contract by the Empire Company, the lease of said photoplay

shall terminate and expire and the Wark Company shall be entitled to immediate possession of said photoplay and all copies and prints of the same and shall have the right to recover possession of the same or any of them with or without legal process wherever found, and the failure to exercise this right for any breach shall not be a waiver of the right to exercise it for the same or any other breach at any time thereafter.

The Empire Company hereby agrees that it will not exhibit, exploit nor advertise, nor permit the exhibition, exploitation or advertisement of said photoplay as part of any programme of photoplays, and further agrees that the forms and announcements of advertisements of the presentation of the film shall be only those provided by the Wark Company.

7. The Empire Company further agrees that within five days after the execution of this agreement it will deliver to the Wark Company a bond of the National Surety Company, or some other surety company, acceptable to the Wark Company, for the payment of Fifteen Thousand ($15,000.) Dollars conditioned upon its performance of this agreement, which said bond shall be renewed or continued during the term of this agreement.

8. Neither this agreement nor any rights arising therefrom shall be assigned or transfered in whole or in part by the Empire Company without the written consent of the Wark Company.

9. No representations made by any representative or agent of the Wark Company or by any other person, shall be binding or be considered a part of any agreement between the Wark Company and the Empire Company unless herein expressly contained and no variation of this agreement shall be made except in writing signed on the part of the Wark Company by its president, who it is agreed is the only person authorized tosign the same on behalf of the Wark Company.

10. Posters and advertising matter shall at all times during the life of this agreement, be sold by the Wark Company to the

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Empire Company at cost thereof to the Wark Company.

11. The loss of the use of any prints hired hereunder during any period shall not entitle the Empire Company to the return of the whole or any part of the gross rental paid hereunder, but in the event of the total or partial destruction or deterioration of any such print, or in the event that the Empire Company desires additional prints of said photoplay, the Wark Company shall furnish the Empire Company with a duplicate print of the portions destroyed or damaged or the additional prints, subject however to all the terms, covenants, conditions and limitations herein contained, upon payment by the Empire Company to the Wark Company in advance, of an additional gross rental, figured at the rate of eight ($.08) cents per foot for each foot of film so furnished, and the Wark Company agrees that it will deliver to the said Empire Company at its office in the city of New York, such print or prints within five weeks from the date of the order thereof, conditioned upon delays, caused by fire, strikes, accidents or other causes beyond the Wark Company's control.

The purchase of additional prints hereunder is conditioned however upon the understanding that the Empire Company shall not at any one time have in its possession for any purpose, more than ten prints of said photoplay.

12. The Empire Company agrees that it will not, prior to January 1st, 1918, permit the exhibition of said photoplay at any place except in theatres of the first class, and will not permit the exhbition thereof unless a two dollar admission fee is advertised and charged for at least twenty seats and a one dollar admission fee is charged for at least one fourth of the seats on the main floor at all evening performances, and that in no event shall any admission fee be less than twenty five cents, at any time during the term of this agreement, and that in nom instance will the said Empire Company

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knowingly permit the exhibition of said photoplay unless accompanied by an orchestra of at least as many pieces as it is customary to employ in the theatre in which said photoplay is presented and the Empire Company agrees to use its best efforts to have such orchestra accompany each performance of said photoplay with the musical accompaniment as arranged by Carl Breil and Wark Company agrees to provide one copy of such musical score to the Empire Company for each of the aforementioned said prints leased as aforesaid, and the Wark Company further agrees that as soon as a small orchestration of said musical score is completed, it will give to the Empire Company one copy of saidsmall musical score for each aforementioned ten prints.

13. The Empire Company further agrees that it will not use or permit the exhibition nor presentation of defective prints of said photoplay.

14. Upon the expiration of this agreement either by limitation, expiration or cancellation, the Empire Company agrees to return to the Wark Company all the prints of said motion picture photoplay received by it hereunder.

15. The Wark Company agrees that in the event of any other person, firm or corporation exhibiting or attempting to exhibit said photoplay within the territory aforesaid in violation of the rights of the Empire Company, Wark Company will give and hereby gives the said Empire Company full power in the name of the Wark Company, but at its own cost and expense, to take any proceedings at law, or otherwise, to stop or prevent said unlawful exhibition, and including subrogation to all rights under ant bond or contract of indemnity that the Wark Company may hold of said person, firm or corporation wrongfully exhibiting said photoplay in said territory.

16. Each party hereto will execute any further instrument necessary to carry this agreement into effect.

IN WITNESS WHEREOF the parties hereto have caused

these presents to be signed by their respective officers thereunto authorized and their corporate seals to be hereunto affixed and attested the day and year first above written.

THE WARK PRODUCING CORPORATION

By_____
President.

EMPIRE

By_____

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Night Message	Nite
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WE ARE ABOUT READY TO GIVE OUT THE FIRST STORY OF THE ENGAGEMENT OF MISS MARSH BY THE NEW CORPORATION IF IT IS NOT ASKING TOO MUCH OF YOU WOULD GREATLY APPRECIATE YOUR SENDING ME A PERSONAL EXPRESSION IN REGARD TO MISS MARSH LEAVING YOU WHICH WE CAN USE AS PART OF AN INTERVIEW WITH YOU IN OUR FIRST ANNOUNCEMENT WHICH GOES TO THE PRESS ALL OVER FOR MONDAY PUBLICATION THIS IS TO BE MERELY A TRIBUTE AND WE WILL TAKE NO ADVANTAGE OF THE FURTHER USE OF YOU NAME TO CAPITALIZE MISS MARSH

SAM GOLDFISH.

D. W. GRIFFITH COLLECTION
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EAT FOODS THAT SAVE TEETH, EXPERTS URGE

Physicians and Dentists Recommend Hard Substances for the Children.

APPLES AND PEARS GOOD

American ways of eating will have to be reformed if the teeth of the American nation are to be saved from early decay. This is the view expressed by physicians and dentists who are devoting much time to investigating the relation between bad teeth and physical disease.

The city health department this week is emphasizing cleanliness of the teeth as part of its dental week campaign among the school children. Dr. Albert S. Gray of the staff of The Daily News observes that the kind of food eaten is as important to the welfare of the teeth as is the cleaning of them after meals.

Savages Ate Hard Food.

"The child of barbaric times preserved its teeth by eating all sorts of hard food," said Dr. Gray to-day. "In our time we give a child nothing but mushy foods—cereals, bread in milk, porridge of various kinds—with plenty of sugar. As a result the teeth decay from too much sugar and too little use.

"The teeth of every little child are covered by what is known as Nasmyth's membrane, which has to be scoured away by the eating of hard food. Parents need not be afraid to let the child eat crusts. It is natural for a baby to chew hard things. It is the best thing possible for the teeth. Boys who eat plenty of apples and pears are insuring their teeth against decay. Teeth ought to shine like diamonds.

"Brushing the teeth after meals is a good rule, but care should be taken that no food is lodged between the teeth. If it gets there, dislodge it with a bit of dental floss or silk. Decay, according to the most practiced dentists, often starts between the teeth where soft food is allowed to lodge all night or longer."

Bad Teeth Affect the Eyes.

A case in which eyes were affected by abscesses in tooth cavities is furnished by Dr. W. A. Lurie, who got excellent results by extracting and cleaning up infected teeth. Physicians declare that in the past diseases of the eye have been considered more nearly "local diseases" than those of any other part of the body. The case in point is described as follows:

Examination by a prominent oculist showed the patient, aged 35 years, to be suffering from a well developed atrophy of the optic nerve. On Nov. 24, with both eyes, he could just distinguish at ten feet test letters that normal eyes could read at thirty feet. His eyes were, therefore, more than 63 per cent below normal, the right eye being 80 per cent and the left eye 73 per cent below normal. The oculist recognized that an existing pyorrhea might have something to do with the case and referred the patient to Dr. Lurie.

Radiograms showed the presence of four apical abscesses and numerous pyorrheal pockets. On Oct. 28 the abscessed teeth were extracted. The cleaning up of the pyorrheal condition was begun. By Nov. 9 the vision of both eyes had risen to approximately 57 per cent of normal and by Dec. 2 the patient could read with both eyes at a distance of 16.4 feet letters that normal eyes read at twenty feet. The vision now is 82 per cent of normal. The probability of restoration of normal vision is good.

Doctors believe that often chronic eye diseases, such as choroiditis, iritis and the like, have their origin in infected mouth conditions.

Theories Criticized by a Dentist.

A dentist whose name is withheld by his request writes the following letter to The Daily News criticizing some of the statements made in the course of articles published last week on the relation of teeth to physical disease:

"I have been reading with considerable interest the series of articles appearing in The Daily News in regard to the relation of tooth troubles to bodily ills. These articles would be far more beneficial to the public if the writers would be a little more accurate in their statements and would co-operate with, instead of "slam," the dental profession. Dr. Gray, in speaking of a case of gingivitis, is quoted as saying: 'The case was one that ninety-nine out of 100 dentists would have passed as normal.' This statement, together with others, would seem to indicate that one should go to his physician for an examination of his teeth, as 99 per cent of dentists would not recognize diseased conditions in the oral cavity.

"In another article Dr. Bolotin expresses dismay at the manner in which many dentists and physicians disregard infection from tooth sources and says: 'If gangrene sets in at one little toe surgeons don't stop at the knee, but take off the leg at the thigh. If a small finger is mortified they don't take the chance that the poison will stop at the elbow, but remove the whole arm and sometimes even the shoulder joint.'

Would They Remove the Head?

"Horrors! What are they going to do when people go to them for an examination of their teeth and they find that gangrene has set in in the pulp of a tooth, a condition not at all rare? Are we to infer that they would remove the entire head and perhaps sometimes also part of the backbone?

"Dr. Bolotin says in anothtr paragraph: 'I get over 300 patients a week for diagnosis. I go over them for every possible disorder, and it is astounding how many have infected teeth.' If he works ten hours a day, six days a week he has twelve minutes for diagnosis of every possible disorder in each patient, including the teeth. The writer admires the speed, but admits that he cannot find all the possible disorders in the average mouth, to say nothing of heart, liver, kidneys, stomach, appendix, etc., in twelve minutes.

"It is within the power of physicians to render a valuable service to their patients by advising them to have their teeth attended to, and most physicians are doing that, but those who would create the impression that 99 per cent of dentists are incompetent need to get a little more of the spirit of co-operation with others who are striving to protect the health of the people."

FOR ALLIED BAZAAR.

MRS. FREDERICK D. COUNTISS, CHAIRMAN OF THE ALSACE-LORRAINE BOOTH, AND "ISN'T HE CHIC?"

[By the International Film service.]

"ISN'T He Chic?" is the name of the first entrant in an aristocracy of dolls that will dwell in the Alsace-Lorraine booth, over which Mrs. Frederick D. Countiss will preside at the Allied bazaar in the Coliseum, Jan. 11 to 20. Mrs. Countiss designed him and named him.

"Isn't He Chic?" is the first doll designed by Mrs. Countiss since she left the training camp at Lake Geneva last summer, where she played an important role among the soldieresses. Among the 1,800 dolls to be exhibited for sale at her booth many are expected to be in military garb.

Mrs. Countiss has also started a competition among Chicago's leading dressmakers and men's tailors, who will submit dolls in groups of fifty. These will represent historical characters and modern modes as well. Noted opera singers are to send dolls representing them in their favorite operatic role.

IRISH IN PROTEST TO WILSON

Urge Action to Stop Deportations from the Emerald Isle.

[By The Associated Press.]

Boston, Mass., Dec. 4.—Resolutions asking President Wilson to protest to England against "wholesale deportation of Irish men and women," were passed by the Boston council of the Friends of Irish Freedom last night. "More than 10,000 men and women of the Irish race have been deported from Ireland to England, where they are compelled to work without wages in munition factories in violation of their rights," the resolutions declare. "England is practically confiscating foodstuffs in Ireland. Potatoes, their staple food, are exorbitantly high. The country is practically in solitary confinement."

WILL BURY ALVAN L. ROSE, 98

Services for Pioneer To-Morrow—Succumbs Writing Autobiography.

Funeral services for Alvan Lester Rose, 98 years old, who died yesterday, will be held to-morrow at 10:30 a. m. in the family residence, 1226 East 47th street. Burial will be at Rosehill.

Mr. Rose started the preparation of his autobiography over three months ago on his ninety-eighth birthday. He wrote that he was born Aug. 24, 1818, in Lisle, Broome county, N. Y. His father was born in 1773 and served in the Indian war as aid to Gen. Anthony Wayne. Mr. Rose studied surveying and came to Chicago in 1849. He was associated with Emanuel Frankenthal, former wholesale tobacconist, for many years.

Not for Her.

He—"Will you share my lot?"

She—"No; I do not care to break wild land."—Boston Evening Transcript.

TODAY'S FEATURE PROGRAMS AT

A Coast to Coast Conquest

"I is superhuman—
the biggest show in the world."
Ashton Stevens
—In Chicago Examiner

"It discounts all else the theater has known."
O. L. Hall
—In Chicago Journal

"Not silent drama—
it talks, it thunders."
The Optimist
—In Chicago American

"It will amaze and win unqualified admiration."
Charles Grey
—In Chicago Post

"There is but one Griffith—
a giant among pigmies."
Burns Mantle
—In New York Mail

"Exceeds any accomplishment of stage or screen."
Louis De Foe
—In New York World

"Superb, magnificent, dazzling—
thrilling, awe-inspiring, barbaric."
Dorothy Dix
—In New York Journal

"A huge popular success. Breath-taking—thrilling
Louis Sherwin
—In New York Globe

"Audience thrilled to cheers—
nothing less than wonderful."
Charles Darnton
—In New York Evening World

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MOVING PICTURE THEATERS

DOWNTOWN.

Jones, Linick & Schaefer's
STUDEBAKER
MICHIGAN BLVD., NEAR VAN BUREN
Coming Tuesday
at 8:30
HERBERT BRENON offers
NAZIMOVA
—in—
"WAR BRIDES"
SELZNICK PICTURES
TWICE DAILY
2:30 and 8:30
MATS.
25c and 50c
NIGHTS
25c, 50c, 75c and $1.00
All Seats Reserved Buy Now
Now Running at Broadway Theatre, N. Y., and Globe Theatre, Boston

THE PLAYHOUSE
Formerly FINE ARTS
NOW 1 P. M. to 11 P. M. CONTINUOUS
EXCEPT MONDAY AND TUESDAY
Performance at 6 P. M. Prompt
Under Auspices of the German and Austro-Hungarian Relief Association for their benefit
FIRST MOVING PICTURES TAKEN IN the FIRST LINE TRENCHES UNDER FIRE
——— WAR ———
on Three Fronts
THEY DIE BEFORE YOUR EYES
—— THIS IS REAL WAR ——
50c—ALL SEATS—50c

CASTLE THEATRE State at Madison
STARTING TO-DAY
DANIEL FROHMAN Presents
Marguerite Clark
in a Humorous Photoplay
"Miss George Washington"
The Story of a Girl Who Could Not Tell the Truth
Miss Clark's First Appearance Under Her $10,000 a Week Contract
FIRST SHOWING IN CHICAGO
9 A. M.—12 P. M. All Seats 15c

ALFRED HAMBURGER'S **ZIEGFELD THEATRE**
Home of Greater Vitagraph—624 S. Michigan Ave.
E. H SOTHERN and EDITH STOREY in
Mr. Sothern's Greatest Stage Success
"AN ENEMY TO THE KING"
Earle Williams in "The Lost Girl"

NORTH SIDE

BRYN MAWR Bryn Mawr and Broadway at Bryn Mawr "L" Station
—Now Playing—
Continuous 2 to 11 P. M.
"20,000 LEAGUES UNDER THE SEA"
(As Shown at Studebaker Theatre)

COVENT GARDEN 2656 N. CLARK ST. 2-11 P. M. DAILY
3 Days—Starting To-Day
JULES VERNE'S
"20,000 Leagues Under the Sea"
Nothing Like It on Earth

NORTH SIDE.

KNICKERBOCKER 6219-25 BROADWAY Continuous 1:30 - 11
GAIL KANE
"THE MEN SHE MARRIED"
Coming Thursday and Friday, Dec. 7-8
"20,000 LEAGUES UNDER THE SEA"

BIOGRAPH 2433 LINCOLN AVENUE Continuous 1:30 to 11 P. M.
JUNE CAPRICE
"THE MISCHIEF MAKER"

DE LUXE WILSON and CLIFTON AVES. Matinees 2:30 and 4:30 P. M.
MAE MURRAY
in "THE PLOW GIRL"—Burton Holmes

NEW DEARBORN DEARBORN AVE. DIVISION ST.
"THE PLOW GIRL" Mae Murray
"Mutt & Jeff"—Paramount Pictographs

ROSEWOOD Montrose Ave. and Lincoln St. 6:30 to 11 P. M.
"UNPROTECTED" Blanche Sweet
Featuring
"Crimson Stain Mystery"—Hearst News

STRAND LINCOLN AND WELLINGTON AVENUE
"THE UNWELCOME MOTHER" Walter Law
—Also Big Song Revue—

VITAGRAPH 3133 LINCOLN AVENUE Continuous 1 to 11 P. M.
"THE DEEP PURPLE" Clara Kimball Young
Earle Williams in "The Lost Girl"

CLARK E. H. Sothern
4531 N. Clark St. "The Chattel"

COLLEGE Bushman & Bayne
Webster & Sheffield. "The Diplomatic Service"

GERMANIA Madame Petrova
Clark & North Ave. in "Extravagance"

JULIAN Gladys Brockwell
Belmont & Clark. Sins of Her Parents. Adults only

LA SALLE Earle Williams
LaSalle & Division. in "The Lost Girl"

REPUBLIC Ethel Clayton
3912 Lincoln Ave. "A Woman's Way"

WEST SIDE.

CRAWFORD Crawford Ave., Near Madison 2:30 to 11:30 P. M.
STARTING TO-DAY
for Four Days
MARY PICKFORD
—in—
"LESS THAN THE DUST"
First Time Shown on the West Side
Adults 15c Children 10c

CIRCLE 12th STREET AT SAWYER Continuous 1:30 to 11:30 P. M.
5 DAYS—STARTING TO-DAY
MARY PICKFORD
—in—
"Less Than the Dust"
—8 Acts—

HAMLIN THEATRE 3826 to 3836 W. MADISON
(In a Class by Itself)
Special Matinee To-Day
Continuous 2 to 11:30 P. M.
Helen Hunt Jackson's
Love Story of the Ages
"RAMONA"
10 Massive Parts
Adults 25c Children 10c
For To-Day Only

WEST SIDE.

20TH CENTURY 12th ST. AND CENTRAL PARK AVE.
CLARA KIMBALL YOUNG
"THE RISE OF SUSAN"
Mat.: Children, 5c, Adults, 10c—Eve., 10c and 15c

GOLD THEATRE 12th STREET Near Homan Ave.
Florence LaBadie
"DIVORCE and the DAUGHTER"

WEST END 121 N. CICERO AVENUE S.E.Cor.Cicero & West End Ave. Monday, Tuesday, Wednesday
"20,000 LEAGUES under the SEA"
JULES VERNE'S GREAT STORY

INDEPENDENCE 12th ST. AND INDEPENDENCE BLVD.
RICHARD BENNETT
"AND THE LAW SAYS"

SOUTH SIDE.

SOUTH SHORE 6851 Stony Island Ave. Continuous 1:30-11 P. M.
BERTHA KALICH
in "LOVE AND HATE"
Coming Thurs., Fri. and Sat., Dec. 7, 8, 9
"20,000 Leagues Under the Sea"
The Film Sensation of the Year

VISTA Comfortable Seats Best Ventilation | 47th St. & Cottage Grove Ave.
Gail Kane—Montagu Love
"THE MEN SHE MARRIED"

LINDEN 63d AND HALSTED
CLARA WILLIAMS
in "THE CRIMINAL"

FRANKLIN 31st & Calumet. "Yellow Menace" Big Song Revue

HAMILTON 71st & Paxton Ave. Ethel Clayton "The Hidden Scar"

HARPER 63d & Harper. Dustin Farnum "A Son of Erin"

KENWOOD 47th & Kimbark. Marguerite Clark "Miss George Washington"

NORTHWEST.

PARAMOUNT 2636 MILWAUKEE AVE. Continuous 1:30 to 11 P. M.
JUNE CAPRICE
"THE MISCHIEF MAKER"

LOGAN SQUARE HAROLD LOCKWOOD MAE ALLISON
2542 Milwaukee Ave. in "Big Tremaine"

WHITE PALACE Charles Ray
Kedzie & Ogden. "The Honorable Algy"

TIFFIN Irene Hawley
4045 North Ave. in "Life's Shadows"

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OAK PARK THEATRE Wisconsin Blk. S. of "L"
Louise Huff—Jack Pickford
in "SEVENTEEN"
Also 2 Acts of Vaudeville
Charles Olcott, Comic Opera in 10 Minutes
Frank Stafford, "A Hunter's Game"

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LANE COURT Warren Kerrigan
Center & Lane Ct. "Measure of a Man"

LAKESIDE Richard Bennett
4730 Sheridan Rd. "And the Law Says"

CALO Clara Kimball Young
Clark & Balmoral. "The Dark Silence"

TERMINAL Lenore Ulrich
Lawrence & Spaulding. "The Intrigue"

COLUMBUS Warren Kerrigan
63d & Ashland. "Measure of a Man"

COSMOPOLITAN Ethel Clayton
79th & Halsted. "The Madness of Helen"

FROLIC Dorothy Gish
55th & Ellis. "Children of the Feud"

OAKLAND SQUARE Valeska Suratt
Drexel & Oakwood. in "Jealousy"

PRESIDENT Dorothy Gish
55th & Calumet. "Children of the Feud"

"Daring imagination of Griffith soars to riotous limits."
Walter Anthony
—In San Francisco Chronicle

"Is a bewildering spectacle—
throngs marvel at Griffith's productions."
Thomas Nunan
—In San Francisco Examiner

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Colossal $2,000,000 Spectacle

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LOVE'S STRUGGLE THROUGHOUT THE AGES

Three Orchestras and Chorus of 40

COLONIAL—NOW

TWICE DAILY—Inc. Sundays at 2:10 and 8:10 P. M. Sharp.

PRICES:

Evenings and Sat. Matinees, 25c, 50c, 75c, $1.00, $1.50, $2.00
Other Matinees, 25c, 50c, 75c, $1.00

A Woman's Heart—Its Pathway Down the Vistas of Time

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D W G co

December 4th 1916

Mr. Jay S. Perkins,
c/o Commercial Trust Co.,
15 Exchange Place,
Jersey City, N. J.

Dear Sir:

Enclosed please find checks for $1500 and $5183.05, totaling $6683.05, to the order of the D.W.G.Corporation. Will you kindly credit the same to said account, and send me duplicate deposit slip therefor.

Also kindly send me deposit slips for future use, and oblige

Very truly yours

AHTB/R
Enc.

D. W. GRIFFITH COLLECTION

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COMMERCIAL TRUST COMPANY
OF NEW JERSEY

MAIN OFFICE
15 EXCHANGE PLACE

JERSEY CITY, N.J. Dec. 5, 1916

Albert H. T. Banzhaf, Esq.,
2 Rector Street
N. Y. City

Dear Sir:-

We beg to acknowledge receipt of your letter of the 4th inst. enclosing checks amounting to $6,683.05 which we have deposited to the credit of account of the D. W. G. Corporation.

As requested, we enclose herewith a supply of deposit slips.

Yours very truly,

Sec'y & Treas.

Enc.

Form 1206

CLASS OF SERVICE DESIRED	
Fast Day Message	
Day Letter	
Night Message	X
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

Receiver's No.
Check
Time Filed

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

9th December 1916

Messrs. Brown & Randolph, Parker & Scott
Brown Randolph Building
Atlanta, Ga.

On behalf of my client D. W. Griffith Corporation you are authorized to recover from Savini film entitled The Avenging Conscience Stop Mr. Seligsberg, on whose recommendation authorization is given, will send you details by mail

A. H. T. Banzhaf

Charge W. E. Seligsberg

COPY FOR MR. BANZHAF

December 21st 1916

Mr. William J. Maloney,
Du Pont Bldg.,
Wilmington, Del.

Dear Sir:

I enclose herewith annual report of the D.W.G.Corporation, together with the Corporation's check for $2., in payment of the filing fee, which report kindly file with the Secretary of State of Delaware, and oblige

Very truly yours,

R
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Certificate Number 649 12/29/16

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

Whereas,

WARK PRODUCING CORPORATION

incorporated under the laws of the State of New York *has filed in the Office of the Secretary of State, duly authenticated evidence of its incorporation as provided by law, and has, in all respects, complied with the requirements of law governing Foreign Corporations;*

Now Therefore, I, LEWIS G. STEVENSON, *Secretary of the State of Illinois, in virtue and by authority of law, do hereby certify that the attached are true copies of all the papers filed in connection with the application of the above corporation for this certificate of authority to do business and made a part hereof, including the application, _____, and certified copy of the charter, all of which are attached to the duplicate original of this certificate now on file in this office; that said corporation has paid a fee of $* 53.00 *on* 5% *or $* 7,500.00 *in amount of its capital stock; and that said*

WARK PRODUCING CORPORATION

subject to the limitations imposed by law and by this certificate, is hereby authorized

To exhibit, display, lease, produce, and exploit photo plays, and to sell, let, transfer, or in any wise dispose of the same, and to purchase and use theatre scenes, costumes, stage settings and all theatre accessories necessary to the production, exhibition, display, leasing and letting of photo plays, and to exploit theatres, amusement parks, and other places of amusement, refreshment and entertainment, for the purpose of displaying, exhibiting, leasing and producing therein photoplays, and to conduct theatrical, dramatic, and musical and other public performances in connection therewith, and to employ actors, and other persons whose services are necessary or proper for the public or private exhibition of said photoplays

in the State of Illinois from the date hereof to December 29 A.D. 2015, and is entitled to all the rights and privileges granted to Foreign Corporations under the laws of this State.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois,

Done at the City of Springfield this 29 day of December A.D. 1916 and of the Independence of the United States the one hundred and Forty-first

Lewis G. Stevenson

SECRETARY OF STATE.

CERTIFICATE OF INCORPORATION

OF

WARK PRODUCING CORPORATION.

We, the undersigned, all being persons of full age, and at least two thirds of us being citizens of the United States, and at least one of us a resident of the State of New York, desiring to form a corporation pursuant to the provisions of the Business Corporation law of the State of New York, do hereby make, sign, acknowledge and file this certificate for that purpose, as follows:

1. The name of the proposed corporation is WARK PRODUCING CORPORATION.

2. The purposes for which it is to be formed are:

To purchase, hire, borrow or acquire in any manner, and to sell, let, transfer or in any wise dispose of film for use in motion picture cameras and motion picture film of any and every sort and property of any and all kinds necessary or accessory to the use of such film, or pertaining in any way to the motion picture business.

To purchase, hire and acquire any interest of any kind whatsoever in personal property of any and every character, and deal in personal property of any and every description, and to let or pledge or create any other estate or interest in or incumbrance upon personal property.

To acquire the good will, rights and property of any persons, firms, associations or corporations engaged in any similar business whatsoever.

To apply for, obtain, purchase or otherwise acquire, and to sell, lease or otherwise dispose of patents and applications therefor, inventions, licenses, trademarks and copyrights and similarly to purchase or acquire and to sell or otherwise dispose of secret processes, and to use, exercise, develop or create licenses in respect of and otherwise to turn to account such patents or applications therefor, secret processes. licenses, trademarks and copyrights.

To act as agent, representative or factor for any individual, firm, partnership, association or corporation in transacting, conducting and promoting the business of such individual, firm, partnership, association or corporation, and to acquire, possess, enjoy, incumber and dispose of real and personal property of any name, nature and description, whether corporeal or incorporeal, and wheresoever situated, necessary or desirable for the purposes of its business.

To purchase, acquire, hold and dispose of stocks, bonds and other evidences of indebtedness of corporations wheresoever organized, and to pay for the same in cash or in property or by the issuance of its own stock, bonds or other obligations, to exercise in respect thereto all of the rights, powers and privileges of individual owners or holders thereof, and to exercise all voting powers thereon.

To purchase or otherwise acquire shares of its own capital stock, and to hold or dispose of the same or to retire the same, submect however, to all provisions of law.

To transact any or all of its business outside of the State of New York, and at any place or at one or more places within the United States of America, Dominion of Canada, and in any other part of the world, and the corporation shall have all the power to accomplish any and all of its objects and purposes which a natural person would have.

To manufacture and sell motion picture films, and all kinds and classes of films for use in the exhibition of motion pictures.

To take photographs of public or private events and occurrences and of prepared scenes and acts, and to develop the same and put the same through all necessary processes, so as to produce films, plates, slides, positive prints or photographs of any character for use in the exhibition of motion pictures.

To prepare and make pictures, photographs, plates and films for motion pictures.

To prepare, make and take, sell, lease and dispose of motion pictures and motion picture films.

To arrange scenes and settings, and to conduct exhibitions, plays and dramas of all kinds to be photographed or reproduced as motion pictures.

To purchase and use theatre scenery, costumes, stage settings, and any and all theatrical accessories.

To operate theatres, amusement parks, or other places of public amusement, refreshment and entertainment.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART, N.Y.

To conduct theatrical, dramatic, musical and other public performances.

To employ actors and other persons whose services are necessary or proper in any dramatic or theatrical business, or in public or private exhibitions or shows, or in taking or making motion pictures.

To give and produce private performances of any and every kind, and any dramatical, theatrical, musical or motion picture performances, and to exercise all its powers with respect to public performances with respect to such private performances.

3. The number of shares of capital stock that may be issued by said corporation, is fifteen hundred, which shall have no nominal or par value.

4. The amount of capital with which said corporation will carry on business is Ten Thousand ($10,000) Dollars.

5. The corporation may issue and may sell the authorized shares of its capital stock from time to time, for such considerations, consisting partly or wholly of money, labor or property, as may from time to time be fixed by the board of directors.

6. The principal office of said corporation is to be located in Eddyville, Ulster County, New York.

7. The duration of said corporation is to be perpetual.

8. The number of directors is to be five, none of whom are required to be stockholders of the corporation.

9. The names and post office addresses of the directors for the first year are as follows:

Name	Post Office Address
C. E. Sterrett	71 West 23rd Street, New York City
F. E. Gribbon	245 West 135th Street, New York City
G. Sullivan	854 Seventh Avenue, New York City
A. Schmidt, Jr.	2120 Mapes Avenue, Bronx, New York City
A. H. T. Banzhaf	2 Rector Street, New York City

10. The names and post office addresses of the subscribers to this certificate, and a statement of the number of shares which each agrees to take in the corporation, are as follows:

Name	Post Office Address	No. Of Shares
C. E. Sterrett	71 West 23rd Street New York City	1
G. Sullivan	854 Seventh Avenue New York City	1
F. E. Gribbon	245 West 135th Street New York City	1

IN WITNESS WHEREOF the parties hereto have made, signed, acknowledged and filed this certificate the 17 day of December, 1915.

(Signed) C. E. Sterrett (L.S.)

(Signed) G. Sullivan (L.S.)

(Signed) F.E.Gribbon (L.S.)

STATE OF NEW YORK

CITY AND COUNTY OF NEW YORK ss.

On this 17th day of December, 1915, before me personally came C. E. Sterrett, F. E. Gribbon and G. Sullivan, to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they severally duly acknowledged to me that they executed the same.

(Signed) Florence Lipnick

Notary Public New York
County No.345
New York County Register's
No. 7229
My commission expires
March 30, 1917

SEAL

State of New York)
Ulster County Clerk's office) SS

I, William C. Dewitt, Clerk of the County of Ulster, do hereby certify that I have compared the preceding copy Certificate of Incorporation of Wark Producing Corporation with the copy original on file in this office, and that the same is a correct transcript from said copy original Cert of Incorp and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court and County, this 20 day of Dec. 1915.

(signed) William C. DeWitt, Clerk

U.S. Internal
Revenue 10 cent stamp

SEAL

STATE OF NEW YORK)
OFFICE OF THE SECRETARY) SS
OF STATE)

I have compared the preceding with the original Certificate of Incorporation of WARK PRODUCING CORPORATION filed and recorded in this office on the 18th day of December, 1915, and do HEREBY CERTIFY the same to be a correct transcript therefrom and of the whole of said original.

WITNESS my hand and the seal of office of the Secretary of State at the City of Albany this eighteenth day of December, one thousand nine hundred and fifteen.

(Signed) G. W. Vatt
Second Deputy Secretary of State

(SEAL)

Secretary of State
State of Illinois

U.S.Internal revenue

10 cent stamp

(ENDORSED)

CERTIFICATE OF INCORPORATION of WARK PRODUCING CORPORATION

Walter N. Seligsberg, Attorney at law

Tax for privilege of organization of this corporation $75
Under Section 193, chapter 62 laws of 1890
As amended. Paid to State Treasurer before filing

STATE OF NEW YORK
OFFICE OF SECRETARY OF STATE
Filed and recorded Dec. 18, 1915
FRANCIS L. HUGO
Secretary of State

FILED DEC 29, 1916
Lewis G. Stevenson
Sec'y of State

FOREIGN CORPORATIONS

APPLICATION FOR CERTIFICATE OF AUTHORITY

TO DO BUSINESS IN THE STATE OF ILLINOIS

Chicago, Cook County, Illinois

19

LEWIS G. STEVENSON,
SECRETARY OF STATE,
SPRINGFIELD, ILLINOIS

WARK PRODUCING CORPORATION

a corporation organized and existing under and by virtue of the laws of the State of NEW YORK desiring admission into the State of Illinois, for the purpose of transacting business or exercising its corporate powers or franchises, hereby makes application for a certificate of authority and submits the following statement, pursuant to an Act of the General Assembly of Illinois, entitled, "An Act to regulate the admission of foreign corporations for profit to do business in the State of Illinois," approved May 18, 1905, in force July 1, 1905 and amendments in force July 1, 1913:

FIRST.—The above corporation was duly incorporated under the laws of the State of NEW YORK, on the 18th day of December, A. D. 1915, ~~for a term of~~ said corporation to be of perpetual ~~and~~ duration

SECOND.—The location of the principal office as designated in the ~~charter~~ is certificate of incorporation is in Eddyville, Ulster County, New York

The locations of its principal places of business are New York, N. Y., Chicago, Illinois, San Francisco and Los Anegles, California

The corporation intends to transact business and to qualify under the foreign corporation laws in the following states and countries other than Illinois all the States of the United States, the Dominion of Canada and the entire civilized world

THIRD.—The corporation proposes to pursue under its charter the following business in the State of Illinois:

to exhibit, display, lease, produce and exploit a certain photoplay, entitled, "INTOLERANCE", and to sell, let transfer, or in any wise dispose of said photoplay "INTOLERANCE", and to purchase and use theatre scenes, costumes, stage settings and all theatre accessories necessary to the production, exhibition, display, leasing and letting of said photoplay "INTOLERANCE", and to exploit theatres, amusement parks, and other places of amusement, refreshment and

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

entertainment, for the purpose of displaying, exhibiting, leasing and producing therein said photoplay "INTOLERANCE", and to conduct theatrical, dramatic, and musical and other public performances in connection with said photoplay "INTOLERANCE", and to employ actors, and other persons whose services are necessary or proper for the public or private exhibition of said photoplay "INTOLERANCE."

FOURTH.—The amount of authorized capital stock of said corporation is fifteen hundred shares, which have no nominal or par value, and which are of the reasonable value of $25. per share ~~Dollars~~.

FIFTH.—The proportion of the business of the corporation intended to be carried on in the State of Illinois is Five (5) per cent.

SIXTH.—The total amount of capital stock subscribed is Fifteen Hundred (1500) shares Dollars.

The amount paid in upon the capital stock is full ownership of the negative and copyright of the photoplay known as "INTOLERANCE", valued at Three Hundred and Eighty Thousand Dollars ($380,000) ~~Dollars~~.

The capital stock subscribed for and not paid in is held by . All the capital stock subscribed for is paid in.

subject to the following conditions:

SEVENTH.—The following property and assets will be employed in the business of the corporation in the State of Illinois: two positive prints of the said motion picture photoplay "INTOLERANCE", and the necessary paraphernalia to exhibit said photoplay

The estimated value of the above property and assets is Four Thousand ($4,000) ---------- Dollars.

The estimated value of the total property and assets of the corporation is Four Hundred Thousand ($400,000) - - - - - - - - - - - - - - - - - - - Dollars.

EIGHTH.—The names of the president, secretary and directors of the above corporation and their residences are as follows:

	NAME	TOWN, STREET AND NUMBER. (Give residence, not business address).
PRESIDENT	Albert H. T. Banzhaf	2 Rector St. New York, N.Y.
SECRETARY	C. E. Sterrett	1459 Broadway, New York, N.Y.
DIRECTOR	Edwin J. Banzhaf	2 Rector St. New York, N.Y.
DIRECTOR	C. E. Sterrett	1459 Broadway, New York, N.Y.
DIRECTOR	Theodore Mitchell	Longacre Bldg., New York, N.Y.
DIRECTOR	F. Lipnick	1459 Broadway, New York, N.Y.
DIRECTOR	Albert H. T. Banzhaf	2 Rector St. New York, N.Y?
DIRECTOR		
DIRECTOR		

NINTH.—The principal office in Illinois will be located at 26 West Randolph Street, in the City of Chicago Illinois.

TENTH.—The name of an attorney in fact upon whom service can be had in all suits commenced in the State of Illinois is CHARLES J. TRAINOR and his address is 1522 TRIBUNE BUILDING in the City of CHICAGO Illinois.

ELEVENTH.—The names and residences of all stockholders, as shown by the records, are as follows:

NAME.	No. S[illegible]s.	[illegible]N, STREET [illegible]
D.W.G. Corporation	15 Exchange Place,	Jersey City, N. J.
Aitken, H. E.	1459 Broadway,	New York City, N.Y.
Seligsberg, W.N.	1459 Broadway,	New York City, N.Y.
Seligsberg, Louis	11 Broadway,	New York City, N.Y.
Oppenheimer, Emil	221 Fourth Ave.,	New York City, N.Y.
Sterrett, C.E.	1459 Broadway,	New York City, N.Y.
Stern, Albert	40 Exchange Place,	New York City, N.Y.
Banzhaf, E.J.	75 - 82nd St.,	Brooklyn, N.Y.
Tallman, S.H.	54 Wall Street,	New York City, N.Y.
Blumenthal, Hugo	5 Nassau Street,	New York City, N.Y.
Putnam, Henry W.	108 Chambers St.,	New York City, N.Y.
Mainzer, Robert H.	5 Nassau Street,	New York City, N.Y.
Mainzer, Herbert R.	105 West 40 St.,	New York City, N.Y.
Clark, Robert S.	149 Broadway,	New York City, N.Y.
Clark, Stephen C.	149 Broadway,	New York City, N.Y.
Day, W. Beach,	149 Broadway,	New York City, N.Y.
Johnston, Douglas T.	149 Broadway,	New York City, N.Y.
Hall, Norman	5 Nassau Street,	New York City, N.Y.
Anderson, WilliamB.	74 Broadway,	New York City, N.Y.
Ehret, George, Jr.,	235 East 92 Street,	New York City, N.Y.
Block, Benjamin	74 Broadway,	New York City, N.Y.
Steinman, Edward	52 William Street,	New York City, N.Y.
Stackpole, T.	412 Eighth Ave.,	Brooklyn, N.Y.
Clausen, Chas. S.	120 Broadway,	New York City, N.Y.
Hampton, Louis J.		Los Angeles, Calif.
Oldershaw, C.R.		Los Angeles, Calif.
Gish, Lillian D.		Los Angeles, Calif.
Marsh, Mae		Los Angeles, Calif.
Goldstein Co. Los Angeles, Inc.	650 So.Broadway,	Los Angeles, Calif.
Detwiler, A.K.	Baker-Detwiler Bld.	Los Angeles, Calif.
Richard, Vera V.B.	376 Grand Street,	New York City, N.Y.
Aitken, R.E.	1459 Broadway,	New York City, N.Y.
Winpenny, Maude	215 So.Rampart,	Los Angeles, Calif.
Pattee, L.G.		Pasadena, Calif.
Gates, C.W.	500 Columbia St.	Pasadena, Calif.
Rosenberger,W.D.	48 So.FairOaks,	Pasadena, Calif.
Barry, J.A.	620 Drexel Place.,	Pasadena, Calif.
Prisk, Charles H.		Long Beach, Calif.
Hosking, A.J.		Pasadena, Calif.
Mowat, H.S.	Union Ntl. Bank,	Pasadena, Calif.
Lehman, H.H.	Union Ntl. Bank,	Pasadena, Calif.
Triangle Film Corp.	1459 Broadway,	New York City, N.Y.
B.J. Howdershell and Wm. Niven	Baker-Detwiler Bld.	Los Angeles, Calif.
Goodsell, T.J.		Toledo, Ohio.
Goodsell, Mrs.T.J.		Toledo, Ohio.
Tomlins, Frank I.	5 Nassau St.,	New York City, N.Y.
Banzhaf, A.H.T.	2 Rector Street,	New York City, N.Y.
Hall, John R.	5 Nassau Street,	New York City, N.Y.
Fairchild, ArthurE.	822 Broadway,	New York City, N.Y.
Richard, Oscar L.	31 Broadway,	New York City, N.Y.

Form 1

State of New York,
County of New York, } *ss.:*

No. 30707 Series B

I, **WILLIAM F. SCHNEIDER,** Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That

Florence Lipnick

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 19 day of Dec 1916

Wm F. Schneider *Clerk.*

IN WITNESS WHEREOF, said Wark Producing Corporation has caused its corporate seal to be affixed and this statement to be signed by its president and attested by its secretary, this 18th day of December A. D. 19 16.

[CORPORATE SEAL]

Albert H. T. Banzhaf
President.

C E Sterrett
Secretary.

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

ALBERT H. T. BANZHAF and C. E. STERRETT

being duly sworn, depose and say that they are the president and secretary, respectively, of the above corporation, and that the foregoing statements, made and subscribed by them, for and in behalf of said corporation and attested by its corporate seal, are true.

Albert H. T. Banzhaf
President.

C E Sterrett
Secretary.

Subscribed and sworn to before me, an officer authorized by the laws of the State of NEW YORK, to administer oaths, this 18th day of December, A. D. 19 16

[SEAL]

Florence Lynch
Notary Public.

NOTARY PUBLIC, NEW YORK COUNTY No. 345
NEW YORK COUNTY REGISTER'S No. 7229
MY COMMISSION EXPIRES MARCH 30, 1917

This application and copies of all instruments that make up the charter are to be filed in duplicate. One copy of each instrument must be certified by the officer who issued or recorded the original.

Box ..... No. .....

FOREIGN CORPORATIONS

APPLICATION

OF

WARK PRODUCING CORPORATION

FILED DEC 29, 1916
Lewis G. Stevenson
Sec'y of State

TRAINOR & REEVE
ATTORNEYS
1522 TRIBUNE BUILDING
CHICAGO, ILL.

ILLINOIS PRINTING CO., DANVILLE, ILL.

For Corp. Dept.
Compared by
and

NOTICE TO FOREIGN CORPORATIONS.

Foreign corporations are subject to the same liabilities, restrictions, duties, regulations and limitations, and are required to make and file, each year, the same reports as corporations organized under the laws of Illinois, including:

ANTI-TRUST AFFIDAVIT, on or about September 1;
ANNUAL REPORT, between February 1 and March 1;
REPORT ON REAL ESTATE ACQUIRED IN SECURING ANY DEBT OR LIABILITY DUE SUCH CORPORATION, between December 1 and December 20.

Foreign Corporations are also required to file certified copies of all amendments to charters.

Although blanks are furnished by the Secretary of State, for the Anti-Trust affidavit and Annual Report, the burden is upon the corporation to comply with the requirements of law in regard to making reports, and the Certificate of Authority will be cancelled if the annual report is not made in February.

D. W. GRIFFITH COLLECTION
MODERN ART FILM LIBRARY

maf

New York, December 31st 1916.

D.W.Griffith (Assigned, D.W.G. Corporation)

In Account with

Epoch Producing Corporation

Net Earnings month of December, as per treasurer's report,			$36,063.57
D.W.Griffith's share, 37½%			$13,523.83
Assigned to R.E.Aitken, and reassigned, 40%		5,409.53	$5,409.53
" " D.W.G. Corp., 60%,	8,114.30		8,114.30
Less advance " " " Dec.	5,000.	3,114.30	
			$13,523.83

Dep. Jan 8-17

R.E.

A.B.

Banzhaf

TREASURER'S REPORT FOR DECEMBER 1916.

EPOCH PRODUCING CORPORATION

Income:			
Co. A.		14,262.87	
B		10,143.80	
C		14,662.20	
D		9,460.25	
E		11,947.53	
F		13,116.33	
Eng. Co. #1		5,036.61	
" " #1 office expense		285.48	
" " #2		5,961.66	
" " #2 office expense		476.34	
" " #3		5,172.16	
" " #3 office expense		380.64	
Australian Co. #2		1,665.88	
" " #3		1,576.20	
" " #4		4,066.98	98,214.93
Rights: Canadian		1,000.	
New England		396.48	
Western		5,709.56	7,106.04
Production supplies			930.13
George Bowles, Mgr. Australian Cos.			191.20
Triangle Film, payment of a/c			4,366.51
Expense, Gen'l.	7,703.66		
Co. A.	7,060.15		
B	6,502.30		
C.	7,566.90		
D.	7,304.73		
E.	6,982.68		
F.	8,508.90		
Eng. Co. #1	7,499.86		
" " #2	3,202.95		
" " #3	2,630.51		
Aust. Co. #2	1,112.17		
" " #3	2,934.60		
" " #4	3,453.49	72,462.90	
W.E.Burlock, Mgr. English Cos.		458.75	
Guy C. Smith, Mgr. So. Am. Cos.		1,823.58	
		74,745.24	110,808.81
Expenses			74,745.24
Net Earnings, December,			$36,063.57

Banzhaf

Stockholders' 44th-15% Dividend.

H. El Aitken	385	$5775.	1916
RoyE. Aitken	227	3405.	
W.H.Clune	150	2250.	
Goldstein Co. Inc.	62	930	
L. J. Hampton	50	750.	
Robt. H. Mainzer	20	300.	
R. J. Huntington	10	150.	
O. Wimpenny	30	450.	
S. Goldstein	10	150.	
A. K. Detwiler	10	150.	
Majestic Motion Picture Co.	24	360.	
D.W.G.Corporation	60	900.	✓ Dep Jan 8-17
E. J. Banzhaf	50.	750.	
A. H.T.Banzhaf	3	45.	
J.A.Barry	7	105.	
W.M.Seligsberg	2	30.	
	1100	~~xxxxx~~. 16500.	

Dated, January 1st 1917

Thomas Dixon		9015.
D.W.G.Corporation	8,114.30	
Advanced Dec.	5,000.	3114.30
R.E.Aitken		5409.53

D. W. G. CORPORATION.

BALANCE SHEET, December 31, 1916.

- - - - - - - - - - - -

ASSETS.			LIABILITIES.	
Investments:				
762 shares Wark Prod.Co.------			Capital Stock.	205100.
97 " David W.Griffith Co.	9700.		Paid in Surplus.	6975.
60 " Epoch Prod. Co.	6000.		D.W.Griffith Pers.	6151.68
225 " F-4 Corp.	1125.	16825.	Earned Surplus.	
			Profit as per P& L.	2998.
Notes Receivable:				
Wark Prod. Ctf.Ind.	35000.	35000.		
Accts. Receivable		60250.		
Wark Prod. Corp.		38406.32		
Royalties.		69520.14		
Cash.		1223.22		
		221224.68		221224.68

D. W. G. Corporation

Balance Sheet, December 31, 1916.

Assets			Liabilities	
Investments:			Capital Stock	20510000 —
76 shares Work Prod. Co. —			Paid in Surplus	6975 —
97 " David W. Griffith Co. 9700			D. W. Griffith Personal	61518
60 " Epoch Prod. Co. 6000			Earned Surplus	
225 " F-L Corp. 1125	16875 —		Profit as per P&L	2998 —
Notes Receivable:				
Work Prod. Co. ctf. and. 35,000	350000 —			
Accts Receivable	60550 —			
Work Prod. Corp.	3840632			
Royalties	695204			
Cash	122322			
	2212268			2212268

(See other side)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W.G. Corporation

Business & Financial Statement
For fiscal period from May 20, 1916 to December 31, 1916, inc.

Profit & Loss

General Expense	2—	Income:	
Balance, Net Profit carried fwd (over)	2998—	Dividends	3000—
	3000—		3000—

(See other side)

D.W.G. Corporation

Trial Balance, December 31, 1916:

Capital Stock		205100 —
Work Prod. Corp. (Accts Rec.)	60250 —	
Paid in Surplus		69725 —
Investments	16825 —	
David W. Griffith Personal		61561 68
Work Prod. Corp.	38406 32	
Royalties	69520 14	
Dividends		3000 —
General Expense	2 —	
Notes Receivable (Work Prod. Corp. stf. id.)	35000 —	
Cash	12223 22	
	221261 68	221261 68

	Trial Bal Dec 31-1916		A & L	B/S	
Cap Stock		205 100			205 100
Wash Prod Co	60 150			60 150	
Paid in Sur		6 975			6 975
Investments	16 835 —			16 835	
D W G Personal		6 151 68			6 151 68
Wash Prod Co	38 ~~754 64~~ 406 32			38 406 32	
Royalty Rec	69 520 14			69 520 14	
Dividends rec		3 000	3 000		
Earned Sur	2		2		
Notes Rec. Wash	35 000			35 000	
Cash	1 123 32			1 123 32	
	~~221 575 00~~ 221 226 68	221 226 68			
		~~348 32~~			

Profit & Loss a/c — 1916

Income —	Dividends	3 000
Expense —		2
	Net Profit	2 998

Bal Sheet Dec 31 - 1917

Assets				Liabilities		
				Cap Stock	205 100	
				Cap. Surplus	6 975	
Investments —		16 835 —	16 835			212 075
Wash Prod Co — Cap Indebtedness		35 000				
Current a/c		38 406 32		D W G. Personal		6 151 68
D W G a/c		60 150	133 656 32			
				Earned Surplus — Profit as above.		2 998 —
Royalty Receivable			69 520 14			
Cash			1 123 32			
			221 224 68			221 224 68

DWG Corpn

a corporation organized under the laws of the State of Delaware, on May 20 1916 – Authorized Capital $2,000,000 in 20,000 shares of $100

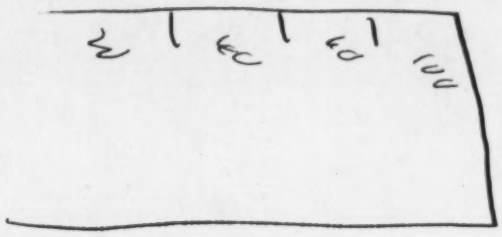
Incorporators.

Herbert E Latter	13 shares
W P Coffin	3 "
C L Rumberger	3 "

Cash	1900 –	
to Corp Stock		1900 –
Cert Indebt.	35000	
V.T.C. – Mark Prod Corp. 762		
Y/C Rec – Mark Corp –	60 250	
Stock David G Coffeith Corp – 94 shares	9 200	
VTC. Epoch Prod Corp. 60 shares.	6 000	
Royalty Receivable	100 000	
Stock F.H. Corpn 245 shares.	1125	
to Capital Stock (2057 sh.)		203 200
	212 025	
Cash		1900
23,800 + cfr 35,000		6 975
206 075		

60 250
35 000
84

84 050
9 200
18 125
100
212 375
203
9 175 00



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TO BE FILLED IN BY INTERNAL REVENUE BUREAU.

Audited by .....

Mark 1916

Form 1031.
(Revised October, 1916.)

INCOME TAX.

THE PENALTY

FOR FAILURE TO HAVE THIS RETURN IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE WITHIN THE TIME REQUIRED BY LAW IS NOT MORE THAN $10,000 AND THE ASSESSMENT IS INCREASED FIFTY PER CENT.

RETURN OF ANNUAL NET INCOME.

(Title I, Parts II and III, of the Act of September 8, 1916.)

CORPORATIONS.

(OTHER THAN INSURANCE COMPANIES.)

TO BE FILLED IN BY COLLECTOR.

Collection District .....

Assessment List 23-A ....., 191
(Month.)

Page ..... *Line* .....

IMPORTANT.

Read this form and all instructions carefully and fill in supplementary statement before making entries in return proper. Totals in supplementary statement must agree with totals in return.

Above space to be stamped by Collector, showing district and date filed.

RETURN OF NET INCOME for the { Calendar / *Fiscal } year ended Dec 31, 191 6

by Mark, ...
(Name of corporation, joint-stock company, or association.) (Kind of business.)

and located at ....., ..., ...
(Street and number.) (City or town.) (State.)
(The address given must be that of the principal place of business of the corporation.)

If no figures are to be extended opposite any item in the return, the word "None" should be inserted.

1. Total amount of paid-up capital stock outstanding at the close of the year, or if no capital stock, the capital, other than interest-bearing indebtedness, employed in the business at the close of the year No Par Value — $ None
2. Total amount of bonded and other interest-bearing indebtedness outstanding at close of year, exclusive of indebtedness wholly secured by collateral, the subject of sale or hypothecation in ordinary business of the corporation Collateral of indebtedness were Four Thousand — $ 300 000

3. GROSS INCOME:	Dollars.		Cts.	DEDUCTIONS.	Dollars.		Cts.
(a) From operations	$ 323	821	68	4. (a) Expenses, general	$ 391	492	43
(b) From ~~rentals~~ Rights		2500	—	(b) Payments in lieu of rent		None	
(c) From interest				5. (a) Losses sustained charged off		None	
(d) From dividends received				(b) Depreciation charged off		None	
(e) From other sources				(c) Depletion charged off		None	
Total gross income	$ 326	321	68	6. (a) Interest paid (see Note 6a)		None	
Total deductions	391	492	43	(b) Interest paid by banks on deposits		None	
8. ~~Net income~~ Loss	$ 65	170	75	7. (a) Taxes, domestic paid		None	
9. Tax assessable at 2%	$ None			(b) Taxes, foreign paid		None	
10.	$			Total deductions	$ 391	492	43
Total	$						

We, ..., President, and ....., Treasurer, of the above-named company, whose return of net income is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in the supplementary statement and in any additional list or lists attached to or accompanying this return are, to his best knowledge and belief, true and correct in each and every particular.

Sworn to and subscribed before me this .....

day of ....., 191

Seal of officer taking affidavit.

..... *President.*

..... *Treasurer.*

..... (Official capacity.)

GENERAL INSTRUCTIONS.

Time of filing returns.—Returns made on the basis of a calendar year must be filed on or before March 1 with the Collector of Internal Revenue of the district in which is located the principal place of business of the corporation; if made on the basis of a FISCAL YEAR* they must be filed within 60 days after the close of such year.

***Fiscal year.**—Corporations desiring to make returns of annual net income on the basis of a fiscal year other than the calendar year must, not less than 30 days prior to March 1 of the year in which the return would be due if made on the calendar year basis, file with the Collector a notice in writing designating the last day of some month as the close of such fiscal year. A return for that portion of the calendar year ending with the date designated as the close of the fiscal year must be filed on or before the first day of March of the next calendar year, and the return for each full fiscal year thereafter must be filed within 60 days after the closing date of the fiscal year so established.

Extension of time.—In the case of neglect to file the return within the prescribed time, the Collector is authorized to grant an extension of the filing period not exceeding 30 days from the normal due date, provided such neglect was due to absence or sickness and provided an application for such extension is made in writing prior to the expiration of the period for which extension may be granted. In meritorious cases the Commissioner is authorized to grant such further extension as he may deem proper.

Signatures and verification.—Returns must be signed and verified by two officers of the corporation, that is, by the president, vice president, or other principal officer, and the treasurer or other financial officer, and must be sworn to before an officer authorized to administer oaths, and the seal of the attesting officer, if he is required to have a seal, must be impressed on the return in the space provided for that purpose.

Subsidiary companies.—The corporation making this return should attach hereto a list of all its subsidiary companies, if any, with the location of the principal place of business of each. Each subsidiary company must make a separate and distinct return.

Foreign corporations.—Foreign corporations subject to the law are required to make returns to the Collector of the District in which is located the principal place of business or agency through which is transacted the business in the United States, or if the corporation has no place of business or agency in the United States, its return will be filed with the Collector of Internal Revenue at Baltimore, Maryland. The gross income to be returned is that received from business transacted and capital invested in the United States, including interest on bonds, notes, or other interest-bearing obligations of residents, corporate or otherwise, and including income derived from dividends on capital stock or from net earnings of resident corporations, joint-stock companies, or associations whose net income is taxable under this law. The deductions allowable are those losses and disbursements incident and necessary to the transaction of the business in this country, all as specifically set out in the Act. Foreign taxes are not deductible from the gross income arising and accruing to a foreign corporation from business done or capital invested in the United States. In the case of a foreign corporation having no place of business or agency in the United States and no return is made, the tax on income from interest and dividends will be withheld at the source.

Penalties.—Corporations refusing or neglecting to file returns within the time prescribed by law or rendering false or fraudulent returns shall be liable to a penalty of not exceeding $10,000, and an additional tax of 50 per cent in case of neglect to file the return within the time prescribed by law, and 100 per cent in the case of a false or fraudulent return shall be added to the assessment; provided in case of delinquency, if the return is voluntarily filed without notice from the Collector, and it is **shown** that delay in filing was due to **reasonable** cause and not to **willful neglect,** the 50 per cent additional tax will not be assessed.

Any officer of any corporation required by law to make, render, sign, or verify any return, who makes any false or fraudulent return or statement with intent to defeat or evade the assessment required to be made shall be guilty of a misdemeanor, and shall be fined not exceeding $2,000 or be imprisoned not exceeding one year, or both, at the discretion of the court, with the costs of prosecution.

SUPPLEMENTARY STATEMENT.

The following information must be furnished by every corporation, joint-stock company, or association, without which the return will not be accepted as complete. The items herein relate to the items listed in the above return form and bear corresponding numbers, and the totals set out in the above return must agree with the totals hereinafter set out.

1. PAID-UP CAPITAL STOCK:

Unissued or treasury stock should not be included in this item, but only such stock as has been actually issued and is outstanding at the close of the year and for which payment has been received. Where the stock issued is payable in installments or assessments, only so much of it as has been actually paid in upon such installments or assessments should be reported.

If no capital stock is issued or if the capital stock is issued without par value, the amount of capital invested in the business at the close of the year, not including borrowed capital, will be entered under this item.

(a) Paid-up "common stock" No Par Value	$			
(b) Paid-up "preferred stock"				
Total paid-up stock	$			
or (c) Capital employed in business	$	300	000	

2. INDEBTEDNESS:

All interest-bearing indebtedness, for the payment of which the corporation or its property is bound, should be reported below. In the case of banking corporations and like financial institutions, deposits should not be reported as indebtedness. Indebtedness wholly secured by collateral, the subject of sale or hypothecation in the ordinary business of the corporation, should be reported here, but such indebtedness must not be entered under Item 2 above nor be considered in determining the amount of interest deductible under Item 6 (a).

Character of obligation.	Rate of interest.	Principal.			
		$			
Total indebtedness		$			

e 2—7349

Supplies, office, theatre, stage, Film, Picture Machines, etc.	$20,023.12
Censorship	1,601.46
Travel, Transportation and express	11,510.45
Advertising	117,422.78
Insurance	365.55
Legal	1,746.97
Managers and Agents Expenses	7,222.21
Sundries	2,519.62
Production Equipment	34,810.96
	$197,223.12

Wher
indicated sh

3. GROSS INCOME:

All manufacturing, mercantile, or other corporations which determine their annual gain or loss by inventory are required to state the same in the form indicated below. If the annual income or loss is determined otherwise, the methods employed must be stated in the space provided therefor. In case the annual gain or loss is determined by inventory, merchandise must be inventoried at the cost price, as any loss in salable value will ultimately be reflected in the sales during the year when the goods are disposed of.

(a) FROM OPERATIONS:

Per inventory—

Sales during year	$	None
Stock on hand at close of year		
Total		$
Purchases during year	$	None
Stock on hand at beginning of year		
Total		$
* Total gain or loss [3 (a), first page]		$

In the case of manufacturing corporations, "Purchases during the year" will include so much of the cost of goods, finished or unfinished, sold or unsold, as has not been separately deducted under any item of the return.

Overhead charges should not be included in inventory (see Item 4).

*(If inventory shows loss, make entry in red ink or strike out "gain.")

If inventory is not used, state below method of determining gain or loss from operations:

By deducting total cost of depreciating motor vehicles from receipts for admissions to such depreciations

In case of the sale of capital assets acquired prior to March 1, 1913, the profit or income to be returned will be the difference between the fair market value of such assets as of March 1, 1913, and the price at which they are sold. If acquired subsequent to March 1, 1913, then the profit or income to be returned is the difference between the cost and the selling price.

In the case of the sale of assets acquired prior to March 1, 1913, state—

(1) Original cost of assets ..... $

(2) Fair market price or value as of March 1, 1913 .....

(3) Price at which assets were sold .....

State how fair market price or value as of March 1, 1913, was determined:

(b) FROM RENTALS:

Rentals to be reported as income will include all payments received in cash or its equivalent as rent on buildings or other property owned by the corporation making the return, as well as all royalties received.

(c) FROM INTEREST:

Interest to be reported as income includes all interest received on bonds or securities owned by the corporation with the exception of interest on obligations of a State or political subdivision thereof or interest upon the obligations of the United States or its possessions, which latter interest for the purpose of information should be extended below:

U. S., STATE, AND OTHER OBLIGATIONS.

Name of obligation.	Amount of principal.	Rate.	Amount of interest received.
	$		$
	None		None
Total	$		$

(d) FROM DIVIDENDS RECEIVED:

Any distribution made or ordered to be made by a corporation out of its earnings or profits accrued since March 1, 1913, whether in cash or stock of the paying company, must be returned by the receiving corporation as income of the year in which the distribution was made or ordered to be made. Stock dividends must be returned to the amount of their cash value and such cash value is held to be the proportionate share of the surplus accrued to the paying corporation since March 1, 1913, as is represented by the stock distributed or ordered to be distributed to the receiving corporation.

(e) FROM OTHER SOURCES:

All other sources from which income has been received, and the amount thereof, should be itemized below:

	$
	None
Total	$

4. EXPENSES, GENERAL:

This item should include only the ordinary and necessary expenses paid within the year in the maintenance and operation of the business and properties of the corporation, itemized as per schedule below, and will not include any disbursements the deduction of which is specially provided for in the return form proper on the obverse side of this form.

Interest paid on indebtedness wholly secured by property collateral the subject of sale or hypothecation in the ordinary business of the corporation as a dealer only in the property constituting such collateral or in the loaning of funds thereby produced, is an allowable deduction as a business expense to an amount of the interest paid on such indebtedness not in excess of the actual value of the collateral securing it.

All expenses of material, labor, fuel, and other items entering into the cost of goods purchased, sold, or inventoried are deductible under this head as expense, provided such items have not been considered in determining the cost or purchases during the year when the income derived from operations is ascertained through an inventory as set out in Item 3 (a) of this statement.

Expenditures for incidental repairs which do not add to the value or appreciably prolong the life of property are deductible as expenses, but expenditures for new buildings, permanent improvements or betterments which increase the value of property or for restoring or replacing property, are not deductible under this or any other item of the return. Such expenditures are properly chargeable to capital account, to be extinguished through annual depreciation allowances.

Payments made to officers or employees who are stockholders, which payments are made in the guise of salaries or compensation and the amount of which is based upon the stockholdings of such officers or employees, are not deductible as a business expense.

Labor, wages, commissions, etc	$	137 532 86
Fuel, light, power, etc		None
Rentals (ordinary) Office & warehouses		56 736 45
Repairs, ordinary and incidental		
Interest on indebtedness wholly secured by collateral the subject of sale, etc		
Salaries of officers		
Other expenditures—Classify — See attached List		197 223 12
Total expenses	$	391 492 43

Names of officers and employees to whom salaries of $3,000 or more were paid during the year and amount paid to each. (If the space below is not adequate, a list marked "Item 4 (a)" containing this information should be attached to this form.)

Name.	Address.	Amount.
		$
		None
	Total	$

Corporations paying to individuals salaries or rentals in excess of $3,000 per year are required to withhold the normal tax of 2 per cent (1 per cent for 1916) on the entire amount so paid, unless certificates of exemption are filed, in which case the tax must be withheld on the amount in excess of the exemption claimed. The tax so withheld must be returned on Form 1042, which, together with all certificates of exemption, must be filed in the Collector's office not later than March 1.

Notwithstanding the withholding of the tax, the individual receiving income from this and all other sources in excess of $3,000 must also make returns on Form 1040.

(b) PAYMENTS IN LIEU OF RENT:

This item should include all royalties and other charges, including any interest payments which the corporation is required to make for the right to use and possess property in which it has no title, interest, or equity. See Note 6 (a).

5. (a) LOSSES:

Losses deductible under this item must be distinguished from depreciation or allowances for exhaustion, wear and tear. The losses must be absolute, complete, actually sustained during the year and charged off on the books of the corporation, and if the losses result from the sale of assets acquired prior to March 1, 1913, such losses shall be ascertained by taking the difference between the fair market price or value as of March 1, 1913, and the selling price.

Losses compensated by insurance or otherwise are not deductible.

Kind of asset.	Original amount.	Date charged off.	Amount charged off.
	$		$
			None
Total			$

When were the deducted losses ascertained to be such? .....

How were they so ascertained? .....

In case of losses resulting from the sale of capital assets acquired prior to March 1, 1913, state—

(1) Original cost of assets ..... $

(2) Fair market price or value as of March 1, 1913 .....

(3) Loss resulting from such sale .....

State also how the fair market price or value as of March 1, 1913, was ascertained:

(b) DEPRECIATION:

The amount deductible on account of depreciation is an amount charged off which fairly measures the loss during the year in the value of physical property by reason of exhaustion, wear and tear. Such amount should be determined upon the basis of the *cost* of the property and the probable number of years constituting its life. Stocks, bonds, and like securities, as well as any other intangible assets, are not subject to exhaustion, wear and tear within the meaning of the law. Hence any amount charged off as representing a *shrinkage* in the value of such assets is not deductible either as depreciation or loss.

Depreciation computed on total invoice value of merchandise in stock is not an allowable deduction, since any loss due to the shrinkage in the salable value of the merchandise will be reflected in the sales when the merchandise is disposed of.

Kind of property.	Its cost.	Probable life after acquirement.	Amount of depreciation. This year.	Amount of depreciation. Previous years.
	$		$	$
			None	None
Totals	$		$	$

If buildings, state kind of construction.

(c) DEPLETION:

Depletion applies to the exhaustion of natural deposits, and contemplates a deduction to return to the corporation the capital invested, or in case of purchase prior to March 1, 1913, an amount sufficient to return to the corporation the fair market value of such deposits as of that date. An allowable deduction on account of depletion must not exceed the fair market value in the mine of the product thereof mined and sold during the year, and in case of oil or gas wells the amount deductible should be computed upon the basis of the decline in the settled flow. The amount sought to be deducted on this account must be charged off on the books of the company.

*Kind of property.	Its cost if acquired subsequent to March 1, 1913.	†Fair market value as of March 1, 1913.	Amount of depletion. This year.	Amount of depletion. All years to date.
	$	$	$	$
	None	None	None	None

*Coal, iron ore, copper, oil, or gas.

†State how fair market value as of March 1, 1913, was determined.

6. (a) INTEREST DEDUCTIBLE:

The amount of interest deductible under this item is the amount actually paid within the year on an amount of bonded or other indebtedness not in excess of the paid-up capital stock outstanding at the close of the year, or if no capital stock, the entire amount of capital (not including interest-bearing indebtedness) employed in the business at the close of the year, plus, in each case, one-half of the interest-bearing indebtedness also then outstanding.

Capital employed in the business, as here used, contemplates the entire capital paid in by the members of the company, including so much of the accumulated surplus as is not in excess of the needs of the business, but does *not* include any borrowed capital or interest-bearing indebtedness.

Interest, so-called, or dividends paid upon preferred capital stock, is not deductible.

Interest deductible under this item includes all interest actually paid within the year not in excess of the limit hereinbefore indicated on any debt for which the corporation or any property in which it has title, interest, or equity is pledged, except interest on indebtedness wholly secured by collateral the subject of sale or hypothecation in the ordinary business of the company, etc., which interest is deductible under Item 4 (b) as a business expense.

INTEREST PAYMENTS ACTUALLY MADE DURING YEAR.

All forms of indebtedness upon which interest was paid should be listed here.

Name or kind of obligation.	Amount of principal.	Rate of interest.	Amount of interest paid.
	$		$
	None		None
Total	$		$

(b) INTEREST PAID ON DEPOSITS:

Interest paid (by banks) on deposits or on money received for investment and secured by interest-bearing certificates of indebtedness issued by a bank, banking association, loan or trust company is deductible in the entire amount so paid.

7. (a) TAXES—FEDERAL, STATE, ETC ..... $ None

(b) TAXES—FOREIGN ..... None

Taxes deductible under these items are such taxes as are imposed by the United States, by any State or Territory, or by any political subdivision thereof, or by the Government of any foreign country, and are actually paid or accrued on the books of the corporation, not in excess of the amount due and payable within the year for which the return is made, except that taxes imposed under the laws of a foreign Government are not deductible from the income arising and accruing to a foreign corporation by reason of the business transacted or capital invested in this country, and except that taxes paid for local benefits or taxes paid by corporations pursuant to covenants guaranteeing their bonds to be tax-free, are not deductible.

Taxes paid by banks or other corporations on the value of their capital stock outstanding and in the hands of stockholders are not deductible. Such taxes are a primary liability of the stockholders, as such chargeable against their income.

State whether or not this return is made on the basis of actual receipts and disbursements .....

If not, describe fully what other basis or method was used in computing net income

None

Where sufficient space is not provided for the entry of the information required in the "Supplementary Statement," lists containing full information in the form indicated should be marked in accordance with the particular item and attached to this form.

191 .

CAPITAL STOCK REPORT FOR THE _____ MONTHS ENDED DECEMBER 31, 191 6 ,
OF THE

Wark Producing Corporation
..... *Company*

GIVE FULL ADDRESS **Street and Number** 1476 Broadway
City or Town New York State N.Y.

AFFIDAVIT AND CERTIFICATE OF VALUATION.

Appraisement is to be made as of December 31 of each year, as required by Act of June 2, 1915, by any two of the following named officers, namely: President, Vice President, Secretary or Treasurer, AND IS TO INCLUDE ALL OF COMPANY'S CAPITAL STOCK, BY WHATEVER REPRESENTED AND WHEREVER SITUATED.

State of ~~Pennsylvania~~, N.Y. } **ss.**
County of New York }

On this ..... day of ..... A. D. 191 ....., before me the subscriber, a Notary Public in and for said County, appeared Albert H. Bangham President, and Alfred Stock, ~~Secretary or~~ Treasurer of the said Company, who being by me duly sworn or affirmed say that the statements made in the within report are true and correct, and that with fidelity and according to the best of their knowledge and belief they have estimated, valued and appraised the Capital Stock of the said corporation at its actual value in cash as it existed at the close of the period for which report is made, **not less, however, than,**

First.—The average price which said stock sold for during the period; and,

Second.—Not less than the price or value indicated or measured by net earnings, or by the amount of profit made and either declared in dividends, expended in betterments, or carried into surplus or sinking fund; and,

Third.—Not less than the actual value indicated or measured by consideration of the intrinsic value of its tangible property and assets, and of the value of its good will and franchises and privileges as indicated by the material results of their exercise, taking also into consideration the amount of its indebtedness; as follows, viz:

A.—Actual value in cash of:
Common Stock, 1500 shares at $ 1.00 per share, or $ 1500.00
Preferred Stock, None shares at $ None per share, or $ None
Total valuation, $ 1500.00

B.—Actual value in cash of Entire Property Assets and good will, without deduction of Encumbrances, ... $ 301,500

C.—Actual value in cash as shown at "B" deducting encumbrances as follows:
Bonds, ... $ None
Notes, less liquidation of indebtedness ..... $ 300.000
Other debt, ... $ 145.000
Total deductions, $ 445.000
Actual value less encumbrances, $ None

(To be Signed by two Officers.)

Sworn or affirmed and subscribed before me, the day and year aforesaid.
..... Notary Public.

..... President.
..... Secretary or Treasurer.

My Commission expires, ...

CAPITAL

KIND	Par Per Share	*No. Shares Outstanding	Selling Price During Year		Amount Paid In on Said Stock	
			Highest	Average	In Cash	In Property
Common,	20 par None	1500	None	None	None	200.000
Preferred,						
less liquidation of indebtedness Debenture,	1000.00	300	None	None	300.000	
Installment Receipts,	None					

*This means shares issued and not held by the company in treasury, or by trustee for company.

DEBT.

KIND	Total Par Value Outstanding	Held by Company	Not Held by Company	Paid During Year	Interest Paid During Year	Charged to Income	Charged to Construction
Mortgage Bonds,	None						
Collateral Trust Bonds,	None						
Debentures and Notes,	300.000	None	300.000	None	9.000	None	300.000
Equipment Trusts,	None						
Miscellaneous,	None						
Installment Receipts,	None						

REAL ESTATE AND TANGIBLE PERSONAL PROPERTY OWNED BY THE CORPORATION IN AND OUT OF THE STATE.

USED IN MANUFACTURING			NON-MANUFACTURING		
Amount in Pa.	Amount Outside Pa.	Total Amount	Amount in Pa.	Amount Outside Pa.	Total Amount
None	301.500	301.500	None	None	None

INCOME ACCOUNT FOR THE ..... MONTHS ENDED DECEMBER 31, 191 .

EXPENDITURES.			
Maintenance of Realty, Plant or Road,	None		
Maintenance of Equipment,	None		
Salaries to Stockholders,	None		
Other Salaries,	133	791	14
Other General Expenses,	200	378	51
Rentals,	56	736	45
Taxes,	None		
Interest,	None		
Funded Debt Retired Through Income,			
Net Income,			
Total,	390	856	10

GROSS EARNINGS.			
Operating Revenue,	303	196	29
*Auxiliary Operations Revenue,	2	500	
Rentals, Plant, Equipment or Property,			
Dividends on Stocks Owned,			
Income from Funded Securities Owned,			
Income from Unfunded Securities and Accounts,			
Income from Sinking and Reserve Funds,			
*Miscellaneous,			
Net Deficit, Loss	85	159	81
Total,	390	856	10

*Explain under "Remarks."

DISPOSITION OF NET INCOME.			
Appropriated to Sinking and Reserve Funds,	None		
Dividends from Income,	None		
Additions and Betterments,	None		
New Properties or Enterprises,	None		
Miscellaneous,	None		
Credit, Surplus,	None		
Debit, Deficit,	None		
Total Net Income,	None		

PROFIT AND LOSS STATEMENT.			
Credit (or Debit) from Prior Years,	None		
Credit (or Debit) from this Year,	None		
Dividends from Surplus,	None		
Additions and Betterments from Surplus,	None		
New Properties or Enterprises from Surplus,	None		
Credit to General Balance Sheet,	None		
Debit to General Balance Sheet,	None		

GENERAL BALANCE SHEET.

ASSETS.			
Value of Road or Manufacturing Property	None		
Value of Equipment,	300	000	
Value of Other Real Estate and Buildings,	None		
Value of Merchandise or Materials,	None		
Value of Stocks of Other Companies,	None		
Value of Bonds of Other Companies,	None		
*Advances to Other Companies,	None		
Cash,	None		
Bills and Accounts Receivable,	None		
Accrued and Unadjusted Assets,	None		
Sinking and Reserve Funds,	None		
Deficit,			
Total,	300	000	

*Explain under "Remarks."

LIABILITIES.			
Capital Stock, 1500 Shares No Par Value			
Installment Receipts on Stock,	None		
Debt, (Including Mortgage, Bonded and Secured),	None		
Bills and Accounts Payable,	145	000	
Accrued Liabilities Not Due,	None		
Deferred Credit Items,	300	000	
Additions to Property through Income,	None		
Reserves and Sinking Fund from Income or Surplus,	None		
*Advances from Other Companies,	None		
Other Current Liabilities,	None		
Surplus,	None		
Total,	445	000	

*Explain under "Remarks."

BALANCE SHEET OF PROPERTY AND CAPITAL IN PENNSYLVANIA.

ASSETS.			
Real Estate and Buildings, or Road,			
Equipment and Machinery,	3	000	00
Merchandise,			
Cash,			
*Miscellaneous Property,			
Deficit,			
Total,	3	000	

*Explain under "Remarks."

LIABILITIES.			
Capital Stock,			
Funded Debt,			
Bills Payable,			
*Other Indebtedness,			
Surplus,			
Total,			

*Explain under "Remarks."

Amount invested (anywhere) during period in Property and Equipment exclusive of amount charged to Income Account, ... $ None

Date of Charter, Dec 18-1916 State of New York

Date on which Company began business in Pennsylvania, Dec 21-1916

For what purpose was the company organized, as set forth in its charter or Articles of Association?

Exhibition of Motion Picture Photo Play

Location of home or chief office, 1476 Broadway New City
(Give full address.)

Location of chief office in Pennsylvania,
(Give full address.)

Name and address of President and Treasurer,

NAME.		ADDRESS.
Albert N. Daugherty	President.	1476 Broadway
A. S. Rork	Treasurer.	" "

Nature of business transacted in Pennsylvania, (Be specific) Exhibition of Photo Play during indefinite periods - not now operating in Penn

Places at which the Company has plants, warehouses, stores or offices in Pennsylvania: (State cities or towns, with street addresses) None

State locations of, and describe its real estate and buildings in Pennsylvania: None

What is the value of the Company's real estate and buildings in Pennsylvania as assessed for local taxation? ..... $ None

How many stockholders are on Company's salary list? ..... $ One

Total receipts for the year in Pennsylvania, ... $ 120.416.63

Total expenditures for the year in Pennsylvania, ... $ 102.461.19

Total value of all its tangible assets in Pennsylvania, ... $ None

Value of its tangible assets invested wholly and exclusively in manufacturing in Pennsylvania, ... $ None

Value of its real estate, buildings and other tangible assets in Pennsylvania not employed in manufacturing, ... $ None

Capital invested (in Pennsylvania) in goods and wares manufactured by others and sold by the Company, $.....; in goods manufactured by the Company outside of Pennsylvania and shipped into Pennsylvania either on consignment, or held by the Company for distribution, $.....; in machinery or other goods or wares leased to residents of Pennsylvania, title of which remains in the Company until fully paid for, $..... Total of these three items, ...$ None

Average bank account carried in Pennsylvania, ... $ None

MAILING DIRECTIONS.

Mail settlement on account of this report to

(Name) Warn Producing Corporation

(Street Address) 1476 Broadway

(City or Town) New York City

who is authorized to receive same on behalf of Company.

(Sign here) .....

President or Treasurer.

REMARKS:

Company Exhibited a Motion Picture Photo play during an indefinite period in the state of Penn but is not no operating therein

X Note Questions: total receipts for year and total Expenses in Penn. for 1916 were Receipts $11.955.45 Expenses $18.404.08 showing a Loss for 1916 of $6448.63 The figures above show total Receipts and Expenses up to and including closing dates of our business in Penn. during 1917. -

INSTRUCTIONS.

1.—This report is to be made as of December 31, of the year or at close of the period covered.

2.—The report is due on or before the last day of February. If it is not filed the penalty for delinquency must be imposed.

3.—In every case, each interrogatory of the blank must be answered, either by the insertion of figures or the word "None."

4.—The officers of the Company must appraise the total capital stock wherever situate as indicated in the "Affidavit and Certificate of Valuation" on Page 1. Data as to sales of stock must be given under "Capital" on Page 1.

5.—If any part of the Company's real estate and tangible personal property in Pennsylvania is employed in manufacturing, a separation of manufacturing and non-manufacturing assets is to be made; and those of each class are to be sub-divided under the headings of "Amount in Pennsylvania" and "Amount outside Pennsylvania" as appearing at the bottom of Page 1.

6.—The items of "Surplus" and "Deficit" as appearing in the "General Balance Sheet" are synonymous with "Profit" and "Loss."

7.—Depletion and depreciation should be shown annually. Allowance can be made only for depletion or depreciation taking place in the period covered by the report.

8.—Note that the law provides three standards for the valuation of the capital stock by the officers,—as recited in the "Affidavit and Certificate of Valuation"; and that the valuation as fixed by them shall be "not less than" the value as indicated by the highest result.

9.—See that the Company's address is given fully and legibly in the space provided at the top of Page 1. Be as careful in giving "Mailing Directions" on Page 3.

10.—When the Company elects one or more new officers, or when it changes its address, it should file a new registry certificate. A blank will be mailed on request. No fee charged for filing.

11.—Receipt of reports will be acknowledged only when a self-addressed U. S. postal card is enclosed therewith. A letter of acknowledgement will not be written.

12.—With the report should be enclosed a slip bearing, in typewritten or printed characters, the names of the officers signing it.

A—Form 5.

191 .

Box.....

FOREIGN CORPORATION

Commonwealth of Pennsylvania

CAPITAL STOCK REPORT OF

Wark Producing Corporation

.....Company.

For the .....*Months Ending December 31, 191 .*

Received,.....

Held,.....

Accepted,.....

Carded,.....

Filed,.....

OFFICIAL BLANK.

A. W. Powell.

Auditor General.

LIST OF THE ACTS OF ASSEMBLY

Under which this Report is to be Filed and under which Settlement thereon is to be made:

Acts of March 30, 1811, P. L. 230; April 29, 1844, P. L. 486; June 7, 1879, P. L. 112; June 30, 1885, P. L. 420; June 1, 1889, P. L. 420; June 8, 1891, P. L. 229; June 8, 1893, P. L. 353; June 17, 1913, P. L. 507; June 2, 1915, P. L. 730. Also, Act of April 8, 1869, P. L. 19, as amended by Act of June 9, 1911, P. L. 738.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A.—Form 25.

191

Office of Wark Producing Corporation Company

(Full Address) 1476 Broadway

(Date) 191 .

TO THE AUDITOR GENERAL OF PENNSYLVANIA:

Sir: In compliance with requirements of the Act of May 8, 1901, entitled "An Act providing for the raising of revenue for State purposes by imposing upon certain Foreign Corporations, Limited Partnerships and Joint-Stock Associations a Rents of one-third of one per centum upon the capital actually employed in Pennsylvania, and requiring the filing of certain reports in the office of the Auditor General," the said Company, by its officer signatory hereto, makes the following report for the year ending December 31, 191...., for the information of the Auditor General:

1.—Corporate title of Company or Association, Wark Producing Corporation

2.—State or country in which incorporated or organized, New York

3.—Date of incorporation or organization, December 18 - 1915

4.—Date when the Company began business in Pennsylvania, December 21 - 1916

5.—Location of its chief office in Pennsylvania, (Give city or town, and street address), Chestnut St Opera House Philadelphia

6.—Names and addresses of President and Treasurer,

Name		Address
Albert H Blaustein	President,	1476 Broadway N Y
Alfred S. Rork	Treasurer,	1476 " " "

7.—Amount of bonded indebtedness, $ None.

8.—Amounts of capital authorized and paid in:

Authorized: Common, $ 1500 Shares No Par value; Preferred, $ None; Total, $ 1500 Shares No Par Value

Paid In : Common, $ " "; Preferred, $ " "; Total, $ " "

9.—Amount of capital wholly employed in Pennsylvania, $ 3000.00 100.

10.—Places at which business was transacted during past year in Pennsylvania, (State cities or towns, and street addresses), Exhibiting Photo Play at various theatres throughout the state on sharing basis at theatres owned by local managers

11.—Actual or approximate value of the average amount of stock in trade carried by Company in Pennsylvania during year ending December 31, 191 , $ 3000 00 100.

12.—If capital is employed in, by or through the ownership or interest in real estate or other tangible property permanently located in Pennsylvania, give, name, location, assessed value for local taxation, character and actual value of each property: None

REMARKS.

Company Exhibiting photo play at various local theatres on sharing basis, not now showing in State of Pennsylvania —

MAILING DIRECTIONS.

Mail settlement on account of this report to

(Name) Wark Producing Corporation

(Street and Number) 1476 Broadway

(City or Town) New York

who is authorized to receive same on Company's behalf.

(Sign here) Albert H Blaustein President.

State of NY
County of NY } ss:

On this day of A. D. 191, before me, the subscriber, a Notary Public in and for the county aforesaid, personally appeared, Albert H Blaustein President and Alfred S Rork Treasurer ~~(or Secretary)~~, of Wark Producing Corporation Company, who being duly according to law, say that the facts set forth in the foregoing report are true.

President.

Treasurer (or Secretary).

and subscribed before me the day and year last aforesaid.

Notary Public.

My Commission expires,

INSTRUCTIONS.

1.—This report is to be filed, with the Company's Capital Stock and Corporate Loans reports, before the first of March. The penalty for failure to file this report as required by law is the addition of fifty per cent. to the amount assessed.

2.—Every interrogatory on the blank must be answered either by the insertion of figures or of the word "None."

3.—Receipt of reports will be acknowledged only if there is enclosed therewith a self-addressed U. S. postal card. A letter of acknowledgement will not be written.

4.—With the report should be enclosed a typewritten or printed slip bearing the names of the corporate officers signing the same.

5.—If the Company changes the location of its principal office (either to another municipality or to another street address), it is required to file Certificates to that effect in the offices of the Auditor General and the Secretary of the Commonwealth.

6.—When the Company elects one or more new principal officers (President, Secretary or Treasurer), it is required to file a new Registry Certificate in the office of the Auditor General. Blank will be sent upon request. No fee is charged for filing.

7.—Failure to receive blanks does not relieve a company from liability for the making of reports. If blanks are not received, write for them.

8.—All blanks are sent in duplicate, in order that the Company may retain a copy of each report for its files.

A.—Form 25.

191

Box.....

FOREIGN CORPORATIONS.

Commonwealth of Pennsylvania.

BONUS REPORT

OF THE

.....

Wark Producing Corporation

.....

.....*Company,*

Received, ...

Held, ...

Accepted, ...

Carded, ...

Filed, ...

OFFICIAL BLANK.

A. W. Powell.

Auditor General.

The Bonus required to be paid by this act, has been defined by the courts to be the price paid to the Commonwealth by a corporation, for the privileges conferred. It is in the nature of a license to do business in Pennsylvania, it is not a tax, and is to be paid upon the actual capital now invested and upon any subsequent increase thereof.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(GIVE FULL ADDRESS.)

191 .

Wark Producing Corporation Company

Street and Number 1476 Broadway

City or Town New York State New York

REPORT OF LOANS

For the Year Ending December 31, 191 .

This report includes all Scrip, Bonds, Mortgages, Car Trusts, Promissory Notes, Bills, Judgments, Certificates and all other Evidences of Indebtedness issued or assumed by the reporting Company, wherever and however held.

DESCRIPTION OF LOANS AND INDEBTEDNESS, WITH AMOUNT OF EACH CLASS.

DESCRIPTION OF DEBT.	Total Amount.	Date of Issue.	Date of Maturity.	If no interest Paid, so State.
Bonds, None				
Mortgages, None				
Car Trust Securities, None				
Judgments: Scrip, None				
Notes, Certificates of Indebtedness	$300,000	Dec 28-15	Jan 1-21	9,000
Notes discounted or negotiated by Banks, (Give names of Banks in Schedule B.)				
Advances from other companies or individuals, (Explain fully on an attached sheet),				
All Other Certificates or Evidences of Indebtedness,				
Total,	$300,000			9,000
Are any of the above obligations issued free and clear of State Tax? If so, which? None				

AMOUNT, HOW AND BY WHOM HELD, OWNED OR POSSESSED.

HOLDERS.	Character of Debt.	Amount.	Payments on principal during year, with dates.
SCHEDULE A: None		$	
Individual Residents of Pennsylvania,	None		
Individual Residents or Corporations of Pennsylvania as Trustees, Agents, Attorneys-in-fact or other fiduciary capacity,	None		
Trust Companies not paying tax on shares for year on or before March of said year,	None		
State Banks not electing to pay tax on shares for year at rate of four mills and not paying said tax on or before March 1 of said year,	None		
Pennsylvania Corporations not liable for capital stock tax,	None		
Pennsylvania Savings Institutions where evidences of indebtedness held by them are issued free and clear from State tax,	None		
Foreign Corporations or Individuals as Trustees, Agents, Attorneys-in-fact or other fiduciary capacity for the use or benefit of individual residents of Pennsylvania,	None		
SCHEDULE B:	None		
Pennsylvania Corporations liable for or specifically exempted from capital stock tax,	None		
National Banks,	None		
Trust Companies paying tax on shares for year on or before March 1 of said year,	None		
State Banks electing to pay tax on shares for year at rate of four mills and paying said tax on or before March 1 of said year,	None		
Pennsylvania Savings Institutions having no capital stock, where evidences of indebtedness held by them are not issued tax free,	None		
Fire Companies, Firemen's Relief Associations, Life or Fire Insurance Companies without capital stock, Secret or Beneficial Societies, Labor Unions, Labor Union Relief Associations, Beneficial organizations paying sick or death benefits from assessments, Building and Loan Associations, or Charitable or Religious institutions,	None		
SCHEDULE C:			
Non-Residents of Pennsylvania,			
Foreign Corporations or Individuals as Trustees, Agents, Attorneys-in-fact or other fiduciary capacity for the use or benefit of non-residents of Pennsylvania,	None		

Incorporated under laws of New York; Began business in Penna. (date) Dec 21-1916

SCHEDULE A.

Scrip, Bonds, Mortgages, Car Trusts, Judgments or other Evidences of Indebtedness of the Company owned, held or possessed by Individual Residents of Pennsylvania, Unincorporated Firms of Pennsylvania, Trust Companies of Pennsylvania which did not pay tax on shares of their capital stock for year on or before March 1 of said year, State Banks of Pennsylvania which did not pay tax on their shares of capital stock at the rate of four mills on or before March 1 of said year, Pennsylvania Corporations not liable for capital stock tax, Savings Institutions of Pennsylvania without capital stock where Evidences of Indebtedness held by them are issued free and clear of State tax, Individual Residents of Pennsylvania and Pennsylvania Corporations as Trustees, Agents, Attorneys-in-Fact or in other Fiduciary Capacity or Foreign Corporations or Individuals as Trustees, Agents, Trustees-in-fact or other fiduciary capacity for the use or benefit of individual residents of Pennsylvania. (Omit from this Schedule all Notes discounted or negotiated by any incorporated bank or banking institution, savings institution or trust company in the regular course of business.)

Name of Corporation, Firm or Person Holding Loan. (Note: List as one item all Loans held by Individual Residents of Pennsylvania in their own right.)	Location.	Description of Debt or Loan.	Amount.		Remarks. Here state whether held, owned or possessed in its own right, or as Trustee, Agent or Attorney-in-fact or in any other fiduciary capacity.
None					

If spaces are insufficient attach a sheet as a part of the report.

SCHEDULE B.

Scrip, Bonds, Mortgages, Car Trusts, Judgments or other Evidences of Indebtedness of the Company held, owned or possessed by National Banks, Trust Companies of Pennsylvania paying tax on their shares of capital stock for year on or before March 1 of said year, State Banks of Pennsylvania paying tax on their shares of capital stock for year at the rate of four mills on or before March 1 of said year, Pennsylvania corporations liable for capital stock tax or specifically exempted therefrom, Fire Companies, Firemen's Relief Associations, Life or Fire Insurance Companies having no capital stock, Secret or Beneficial Societies, Labor Unions and Labor Union Relief Associations, Beneficial Organizations paying sick or death benefits or either or both from funds received from voluntary contributions or assessments upon their members, Building and Loan Associations, Savings Institutions having no capital stock where Evidences of Indebtedness held by them are not issued free and clear of State tax and Charitable or Religious Institutions; also all notes discounted or negotiated by any incorporated bank or banking institution, savings institution or trust company in the regular course of business.

Name of Corporation Holding Loan.	Location.	Description of Debt or Loan.	Amount.		Remarks. Here state whether held, owned or possessed in its own right, or as Trustee, Agent or Attorney-in-fact or in any other fiduciary capacity.
None					

If spaces are insufficient attach a sheet as a part of the report.

OWNERS IN OWN RIGHT	LOCATION	ALL CERTIFICATES OF INDEBTEDNESS	AMOUNT
H. E. Aitken.	1459 Broadway, New York City.		16,000.
R. E. Aitken.	1459 Broadway, New York City.		8,000.
William B. Anderson.	74 Broadway, New York City.		1,000.
Edwin J. Banzhaf.	2 Rector Street, New York City.		10,000.
J. A. Barry.	690 Magnolia Ave.,Pasadena, Cal.		5,000.
Benjamin Block.	74 Broadway, New York City.		3,000.
Hugo Blumenthal.	5 Nassau Street, New York City.		10,000.
Robert Sterling Clark.	Cooperstown, New York.		10,000.
Stephen Carlton Clark.	Cooperstown, New York.		10,000.
Charles S. Clausen.	120 Broadway, New YorkCity.		1,000.
D. W. G. Corporation.	15 Exchange Place,Jersey City, N.J.		35,000.
W. Beach Day.	149 Broadway, New York City.		1,000.
A. K. Detwiler.	1312 Baker-Detwiler Bldg., Los Angeles, California.		4,000.
George Ehret, Jr.,	217 E. 92nd St., New York City.		3,000.
Arthur Fairchild.	8 East 13th St., New York City.		1,000.
C. W. Gates.	500 Columbia St., Pasadena, Calif.		5,000.
Lillian D. Gish.	307 West 98th St., New York City.		3,000.
Goldstein Co.L.A.Inc.	650 So.Broadway, Los Angeles, Calif.		16,000.
Mrs. T. J. Goodsell.	2124 Robinwood Ave., Toledo, Ohio.		1,000.
T. J. Goodsell.	Toledo, Ohio.		1,000.
John R. Hall.	5 Nassau Street, New York City.		8,000.
Norman Hall.	5 Nassau Street, New York City.		24,000.
Lewis J. Hampton.	1080 N. Marengo Ave.,Pasadena, Cal.		10,000.
A. J. Hosking.	c/o Star-News, Pasadena, Calif.		1,000.
Douglas T. Johnston.	149 Broadway, New York City.		4,000.
H. H. Lehman.	c/o Union Nat'l. Bnk, Pasadena, Cal.		1,000.
Herbert R. Mainzer.	105 W. 40th St., New York City.		2,000.
Robert H. Mainzer.	5 Nassau Street, New York City.		20,000.
Mae W. Marsh.	116 Riverside Drive, New York City.		2,000.
H. L. Mouat.	c/o Central Bank, Pasadena, Calif.		1,000.

C. R. Oldershaw.	535 Jackson St., Pasadena, Calif.	5,000.
Emil Oppenheimer.	221 Fourth Ave., New York City.	1,000.
L. G. Patee.	c/o Dou Lee Garage, Pasadena, Cal.	1,000.
Henry W. Putnam.	108 Chambers St., New York City.	10,000.
Charles H. Prisk.	Pasadena, California.	1,000.
Oscar L. Richard.	29 Broadway, New York City.	10,000.
Vera V. B. Richard.	376 Grand St., New York City.	3,000.
W. D. Rosenberger.	40 So. Fair Oaks Ave.,Pasadena,Cal.	5,000.
Louis Seligsberg.	11 Broadway, New York City.	1,000.
W. N. Seligsberg.	1459 Broadway, New York City.	1,000.
T. Stackpole.	c/oJ. B. Greenhut,18thSt. & 6th Avenue, N. Y. City.	1,000.
Edward S. Steinman.	52 William St., New York City.	2,000.
Albert Stern.	40 Exchange Place, New York City.	10,000.
Clarence E. Sterrett.	121 E. 21st St., New York City.	2,000.
S. H. Tallman.	Central Trust Co.54 Wall St.N.Y.C.	25,000.
Frank I. Tomlins.	5 Nassau Street, New York City.	1,000.
Maude Winpenny.	646 So. Spring St.,Los Angeles, Cal.	3,000.
D. J. Howdershell--William Niven.	c/o Union Nat'l. Bnk., Pasadena, Cal.	1,000.

SCHEDULE C.

SCRIP, BONDS, MORTGAGES, CAR TRUSTS, JUDGMENTS OR OTHER EVIDENCES OF INDEBTEDNESS OF THE COMPANY HELD, OWNED OR POSSESSED BY NON-RESIDENTS OF PENNSYLVANIA IN THEIR OWN RIGHT OR IN FIDUCIARY CAPACITY FOR THE USE OR BENEFIT OF NON-RESIDENTS OF PENNSYLVANIA.

Name of Corporation, Firm or Person Holding Loan.	Location.	Description of Debt or Loan.	Amount.		Remarks. Here state whether held, owned or possessed in its own right, or as Trustee, Agent or Attorney-in-fact or in any other fiduciary capacity.

If spaces are insufficient attach a sheet as a part of the report.

Name of Company's Treasurer, A. S. Roth

Residence address of Treasurer, 1476 Broadway New York

If Treasurer is not Company's principal fiscal officer in charge of payments of interest on loans, state name and address of such officer, ...

MAILING DIRECTIONS.

Mail settlement on account of this report to Albert W. Dunlap

Street and Number, 1476 Broadway

City or Town, New York

who is authorized to receive the same on behalf of the Company.

State of Pennsylvania,
County of ..... } ss:

On this ..... day of ..... A. D. 191..., there appeared before me, a Notary Public in and for the County aforesaid, ...

..... who being duly sworn or affirmed according to law deposed and said that he is Treasurer of the Company for which the foregoing report is made and that the said report and the attached schedules correctly and truly show all of the evidences of indebtedness outstanding against said Company, the respective amounts and the possessors thereof.

Sworn or affirmed and subscribed before me the day and year last aforesaid.

..... *Treasurer.*

..... *Notary Public.*

My commission expires ....., 191...

Transact business Pen' Dec 21st 16
Loan " " " May 12 - 17

INSTRUCTIONS.

1.—This report is to be made by the Company's Treasurer, who is the State's agent for the assessment and collection of tax of four mills on the bonds, mortgages, notes or other evidences of indebtedness issued by the Company. Should he fail to make assessment, collection, report and payment the Company is liable for the amount of the tax and for any provided penalties.

2.—The Treasurer is required to collect the tax by deducting its amount from interest paid to holders of the Company's loans.

3.—Bonds, mortgages, notes, judgments and other evidences of indebtedness of Pennsylvania corporations, or of foreign corporations registered in Pennsylvania, are not subject to taxation by Pennsylvania local authorities. They are taxable only by the State, and should not be reported to local assessors. If a holder reports such to local authorities and pays tax to local authorities, he is not absolved thereby from liability for the State tax; and the Treasurer of the issuing corporation must deduct the tax nevertheless.

4.—This report is to be filed on or before the last day of February. It will be accepted until that time, without addition of penalty, under the Department's practice established under the Act of June 2, 1915, P. L. 730, regulating the making and filing of Capital Stock reports.

5.—Tax is to be deducted in payment of interest on every loan described in Schedule A, on Page 2 of the report.

6.—Report must be made whether the Company has outstanding evidences of indebtedness, or not. If there are no such loans the word "None" should be written in answer to each interrogatory.

7.—See that the Company's correct title and full address are stated in the form at top of Page 1. Be as careful in giving "Mailing Directions" on Page 3.

8.—Receipt of reports will be acknowledged only where a self-addressed United States postal card is enclosed therewith. A letter of acknowledgement will not be written.

A.—Form 150.

191 .

Box.....

Wark Producing Corporation

Company.

REPORT OF

CORPORATE LOANS

(FOREIGN CORPORATION)

For the year

191 6

Received .....

Held .....

Accepted .....

Carded .....

Filed .....

OFFICIAL BLANK.

A. W. Pardy.

Auditor General.

ACTS OF ASSEMBLY

Under which this report is to be filed and settlement thereon is to be made, are: Act of June 30, 1885, P. L. 193; Act of June 1, 1889, P. L. 420; and Act of June 8, 1891, P. L. 229.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

I had the pleasure of seeing "Intolerance" last night. It is an astounding piece, and it is not wonderful that it would have been so successful. I do not think that anything comparable to it has ever been staged before; it appeals equally to the historian, the poet and the student of modern sociology. Indeed its appeal to the feelings is one of the most remarkable things about it.

The Babylonian scenes are magnificent, as well as true to facts. I was much impressed by the attention that has been paid to accuracy in detail. The drama is educational in more than one direction, and the interest it must excite in Babylonian history is especially gratifying to the Assyriologist.

I am leaving this morning for the Maryland Hotel, Pasadena, where I hope to be for the next two or three weeks.

Believe me to be

Yours faithfully

A. H. Sayce.

7 4

1916

SUBSCRIPTION AGREEMENT AND RECEIPT

RECEIVED OF_____the sum of

_____($_____),

payment in full for_____One-Thousand-Dollar CERTIFICATES OF INDEBTEDNESS of the F-4 Corporation, organized under the laws of the laws of the State of New York, to produce, own, exhibit, and market the motion picture known under its working title as F-4 to be produced under the general supervision of the undersigned; said Certificates of Indebtedness to be issued upon the terms and conditions hereinafter set forth:

THAT the said corporation shall issue stock in the amount of three hundred seventy-five (375) shares (of no named value) of which two hundred twenty-five (225) shares shall be issued (paid in full) as a bonus to the undersigned for his general supervision of the production of the aforesaid motion picture; and

THAT each purchaser shall receive with each certificate of Indebtedness, one share of common stock in the aforesaid corporation as a bonus; said certificate or certificates and stock to be delivered within a reasonable time after receipt of the above sum by the F-4 Corporation upon prompt remittance by the undersigned; and further

THAT the issue of the aforesaid Certificates of Indebtedness shall total not to exceed One Hundred Fifty Thousand Dollars ($150,000.00); said Certificates to run for five years and to bear interest at the rate of six per cent (6%) per annum, payable semi-annually from the date issued, on all or any part of the principal as may continue unredeemed; providing also that said certificates may be redeemed in full or in part at any time at the option of the Corporation; and

IT IS FURTHER UNDERSTOOD AND AGREED that the amount so invested in the aforesaid Certificates of Indebtedness, not to exceed $150,000.00, shall be paid in full with interest in full, before any dividends are declared on the common stock;

Jon Gilfert

Los Angeles, Cal.

_____1916

Producer receives 60% of stock as bonus.

THE WARK PRODUCING CORPORATION

STATEMENT OF RECEIPTS AND DISBURSEMENTS

For account of Negative

"INTOLERANCE"

R E C E I P T S

From Majestic Motion Picture Co. - Refunded by Wark Co.		$ 121414.07	
" R.E. Aitken (See Note 1.) " " " "		24300.00	
" D.W. Griffith " " " "		31500.00	177214.07
" Wark Co. in Cash (to 9/5/16)		134600.00	
" " " " Stock		12217.14	
" " " Expenses paid in New York	$ 2207.23		
Less item of refund R.R. Fare as per your Statement of 5/11/16 (See Note 2)	14.70	2192.53	149009.67
" D.W. Griffith (Loans)			60250.00
" Epoch Producing Corp. (For 348400 Ft. Raw Stock)			9476.48
Unpaid Bills			9741.78
Over Draft in Bank			292.93
			405984.93

D I S B U R S E M E N T S

Production Expenses (Cost of Negative)	385906.77
Operating and Exploitation Expenses	19910.44
Cash on Hand	167.72
	405984.93

Note 1 You have refunded Majestic Co. for A/C of R.E. Aitken $27800.00, but the Los Angeles office only received $24300.00. The difference has to be accounted for at YOUR end.

Note 2 This item is a refund which you received from R.R. Co. but THIS office should be charged with it. All expenditures made at the New York office should be charged to the Los Angeles office except those specifically mentioned on statement attached to my letter of Aug. 23rd, and the Los Angeles office should be credited with the amount of Disbursements for Production and Operating Expenses as shown above.

" I N T O L E R A N C E "
Formerly
" The Woman and the Law "

ANALYSIS OF EXPENDITURES

P R O D U C T I O N E X P E N S E S

SALARIES			
Actors, Assistant Directors, Assistants, Property & Wardrobe men, Cameraman and Assistants,		40063.79	
Extra Actors and Supers,		67511.21	107575.00
RENTALS			
Props, Furniture, Curtains, Draperies, Chariots, Ornamentations, etc.		8207.98	
Trains, Racing Cars, Horses, Wagons, Balloons and Varieties of Birds, Animals, Cattle & Sheep,		6880.68	
Wardrobe, Wigs, Beards, and Accessories,		15527.29	30615.95
PURCHASES			
Wardrobe, and Cost of Making Costumes and other Wardrobe,		14741.07	
Purchase and manufacturing of Furniture, Shields, Spears, Arrows, Stones, Chariots and other Props.		10740.25	
Books, Literary Matter and Special Research Work,		414.13	25895.45
CONSTRUCTION			
Constructing, Painting, Modelling and ornamenting Interior and Exterior Scenic Effects, also excavating and leveling Grounds, and making and maintaining roads, etc.		143754.37	
Constructing, Painting etc. of Minatures,		9255.49	
Erection of Light and Power Plant, Cost of Power and Light, Fireworks and Light Effects, etc.		2851.34	
Insurance on Exterior Sets,		1530.00	157391.20
TRANSPORTATION			
Autos, Auto Trucks, Sightseeing Cars, Electric Trains,			5621.49
EXTERIOR PRODUCTION EXPENSES			
Location and Ground Rent Charges,		1410.90	
Trip to San Francisco - D.W. Griffith,	665.50		
G.W. Bitzer,	66.70		
G. Hall and F. Wortman	100.00		
G. Siegman	37.00		
W. Freeman	61.16	930.36	
Lunches and Suppers,		6862.00	
Miscellaneous Expenses on Exteriors		553.55	9756.81
MISCELLANEOUS OTHER EXPENSES			
Taxes		733.50	
Dancing Lessons		823.50	
Miscellaneous other Expenses, Medical, Camera, etc.		647.69	
Liability Insurance		365.55	2570.24
NEGATIVE			
Stock Regular Perforated 485428 Ft.	15775.94		
" Special Lot " 2000 "	96.84	15872.78	
Express Charges,		359.68	

MISCELLANEOUS OTHER EXPENSES

Taxes			733.50	
Dancing Lessons			823.50	
Miscellaneous other Expenses, Medical, Camera, etc.			647.69	
Liability Insurance			365.55	2570.24

NEGATIVE

Stock Regular Perforated	485428 Ft.	15775.94		
" Special Lot "	2000 "	96.84	15872.78	
Express Charges,			359.68	
Developing	182270 "		1822.70	
Developer's Salary (A. Scholts)			3080.00	
Overtime Cutting and Projecting,			586.85	
Insurance on Negative,			832.50	22554.51

TITLES

Title Cards			1065.94	
Raw Stock for Regular Titles Perforated	26015 Ft.	754.43		
" " " Back Ground " "	44000 "	1276.00	2030.43	
Developing,			-	3096.37

SAMPLE PRINT

Raw Stock Perforated	386202 Ft.		11199.86	
Express Charges			348.90	
Printing and Developing	115200 "		1152.00	
Experimenting, Tinting and Hand Painting,			1402.87	14103.63

PROPORTION OF OVERHEAD EXPENSES 6726.12

TOTAL COST OF NEGATIVE 385906.77

OPERATING AND EXPLOITATION EXPENSES

Mechanical Sound and Noise Effects for Exhibition			1754.73	
Composing of Music and Still Pictures			3624.52	
Expenses incurred in New York (Roth's Statement)			1826.98	
TRIAL EXHIBITIONS - Expenses at Riverside,		315.18		
" " San Louis Obispo		514.16		
" " Pomona		158.28		
" " Tally's Theater		25.00	1012.62	
TRIPS TO NEW YORK - J. A. Barry		154.15		
Arundal		36.50		
A. Briel		181.15		
Anita Loos and Mother		246.60		
R. DeLacey		97.25	715.65	8934.50

REGULAR PRINTS

Raw Stock Perforated	282183 Ft.		8953.31	
Express Charges			200.80	
Printing, Developing and Tinting,	182183 "		1821.83	10975.94

TOTAL OPERATING AND EXPLOITATION EXPENSES 19910.44

TOTAL DISBURSEMENTS CHARGED ON LOS ANGELES BOOKS $ 405817.21

Wark 74

FOREIGN RIGHTS "INTOLERANCE"

✓ (1)	So. America Central America, Panama Canal Zone & Entire West Indies	Saenz & Mai	6 years
✓ (2)	South Africa,	Emile Wertheimer	6 "
✓ (3)	Great Britain,	Emile Wertheimer	6 "
✓ (4)	Holland,	Robertson-Cole Co.	5 "
✓ (5)	Egypt,	Masters Productions Ltd.-	5 "
✓ (6)	Norway, Sweden, Denmark & Finland.	John Oleson & Co	6 "
✓ (7)	Canada,	Basil Corp.	10 "
✓ (8)	Spain, Greece, Portugal, Rumania, Bulgaria, European Turkey	Gaythis & Mosco	6 "
✓ (9)	Italy	Gazzulino	6 "
✓ (10)	India, Burma, Ceylon, Malay Peninsula, Dutch East Indies, Hong Kong, Korea, Phillippines, Siam, Indo China, Japan & Straight Settlements.	Robertson-Cole Compamy	5 "

DOMESTIC RIGHTS "INTOLERANCE"

(1)	Oregon, Washington, Idaho, and Montana.	De Luxe	10 years
(2)	California, Nevada, Arizona,	All Star	10 "
(3)	Wisconsin, Iowa, Minnesota, No. Dakota & So. Dakota,	Westcott	10 "

(1)		$ 27,500.	$ 5,000.
(2)	£ 1,500.		7,155.
(3)	£ 29,000		130,145.85
(4)		6,000.	6,000.
(5)		2,350.	2,000.
(6)		10.000.	12,000.
(7)		20,375.	20,000.
(8)		15,000.	15,000.
(9)	£ 4,750		13,084.33
(10)		13,000.	13,000.

(1)	&25% in excess of	15,000. "	15,000.
(2)	& 25% in excess of	20,000.	20,652.96
(3)	&15% in excess of	30,000. "	30,000.

HIGH SCHOOL

Compositions

Stockholders

of

Wark Producing Corp.

Certificates of Indebtedness

2

Date	Transfer No.	No. of cancelled certificates	Shares	Name of Assignor
DEC 28, 1915				Original Issue.
DEC 29 1915	2376	39/105	67,000	Norman Hall.
			"	" "
			"	" "
			"	" "
			"	" "
			"	" "

Name of Assignee	Address	Amount	No. of new certificates
		9,000 ~~78,000~~ ~~19,000~~	21 + 31-38 ~~11 + 21 + 31~~
R Norman Hall	c/o Hallgarten & Co., 5 Nassau St. N.Y.	~~110,000~~	~~1/110~~ 1-110
R Albert Stern	40 Exchange Pl., N.Y.C.	10,000	111/120
R W. N. Seligsberg	43 Cedar St ~~1459 Broadway, N.Y.C.~~	1,000	121
R Louis Seligsberg	11 Broadway, N.Y.C.	1,000	122
R Emil Oppenheimer	c/o Rothfeld Stern & Co. 221-4th Ave. N.Y.C. Titusville, Pa.	1,000	123
R C. E. Sterrett	~~1459 Broadway, N.Y.C.~~	2,000	124/125
R R. E. Aitken	145 Bway Do. 27 76 71	27,000	126/152
a D. W. Griffith	Lowe Corp. ~~4500 Sunset Blvd., Los Angeles, Calif.~~ Los Angeles	35,000	153/187
R Edwin J. Banzhaf	72-82nd St. B'klyn, N.Y.	10,000	188/197
R H. E. Aitken	71 W. 23rd St, 1780 Bway ~~1459 Broadway~~, N.Y.C.	28,000	223/250
R S. H. Tallman	c/o Central Trust Co. 54 Wall St., N.Y.C.	25,000	198/222
R Hugo Blumenthal	5 Nassau St., N.Y.C.	10,000	39/48
R Henry W. Putnam	108 Chamber St., N.Y.C.	10,000	49/58
R Herbert R. Mainzer	105 W. 40th St., N.Y.C.	2,000	59/60
R Robert H. Mainzer	5 Nassau St., N.Y.C.	10,000	61/70
R Oscar L. Richard	31 Broadway, N.Y.C.	10,000	71/80
Robert Sterling Clark	149 Broadway, N.Y.C.	10,000	81/90

(Over)

Date	Transfer No.	No. cancelled certificates	Shares	Name of Assignor
			67,000	Norman Hall
			& over	Norman Hall
				" "
DEC 30 1915	2378	106/110	5,000	Norman Hall. R
JAN 4 1916	2384	223/232	10,000	H. E. Aitken. R
		26/30	5,000	~~F. E. Oswald~~ Norman Hall R
JAN 4 1916				H. E. Aitken
FEB 8 1916				transferred to page 9 for change of address
FEB 25 1916				
MAR 1 1916				Original Issue.
" " "				" "
" " "				" "
" " "	253	262	10,000	Harry Aery.
" " 3				Orig Issue

Assignee	Address	Shares	No. of new certificates
Stephen Carlton Clark.	149 Broadway, N.Y.C.	10,000	91/100
W. Beach Day.	Do	1,000	101
Douglas T. Johnston	233 Broadway, N.Y.C.	4,000	102/105
John R. Hall	5 Nassau St., N.Y.C.	5,000	106/110 #106-109
Arthur E. Fairchild	c/o Fairchild Publishing Co. ~~820 Broadway, N.Y.C.~~ 8 E. 13th St.	1,000	223
F.E. ~~Oswald~~ Ostwalt	5th Fifth Ave. Bank N.Y.C.	5,000	26/30
William B. Anderson	14 Broadway, N.Y.C.	1,000	224
George Ehret, Jr.	#3 E 93rd St. N.Y.C. ~~230 E. 92nd St., N.Y.C.~~	3,000	225/7
Benjamin Block	14 Broadway, N.Y.C.	2,000	228/9
~~Edward Stenman~~ Percy Stewart	~~c/o Kuhn Loeb & Co.~~, 52 William St., N.Y.C.	2,000	230/1
~~Carl Levie~~ Benjamin Block	(assigned) 14 Broadway N.Y.C.	1,000	232
J. Stackpole #9 see page	~~c/o J.B. Greenhut Company. 18th St. & 6th Ave. N.Y.C.~~ 1430 Ave. J. Flatbush Brklyn	1,000	251
Charles S. Clausen	120 Broadway, N.Y.C.	1,000	252
Henry Aery	44 Exchange Pl., N.Y.C.	10,000	253/262.
A.K. Detwiler	1312 Baker-Detwiler Bldg., Los Angeles, Calif.	7,000	263/269
C.R. Oldershaw	535 Jackson St., Pasadena, Cal.	5,000	270/274
Lillian D. Gish	Schuyler Grant ~~30 W. 96th St. N.Y.C.~~	3,000	275/277
Louis J. Hampton	Room 219 Citizens Savings Bank, Bldg., Pasadena, Calif.	10,000	253/262.
Mae Marsh	~~116 Riverside Drive, N.Y.C.~~ Box 84 - R.F.D. 13 Flintridge, Los Ang. Calif.	2,000	278/279

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Date	Transfer No.	No. of cancelled certificates	Shares	Name of Assignor	
Dec. 6/19		126 to 129/141	14,000	Simon Goldstein	
MAR 10 1916	2458	126/141	16,000	R.E. Aitken	R
MAR 23 1916		142/4	3,000	R.E. "	R
MAY 1 1916	2499	232	1,000	Carl Levis	R
" 4 "				Original Issue.	
				" "	
				" "	
				" "	
				" "	
				" "	
				" "	
MAY 4 1916		249	1,000	H. E. Aitken	R
"		250	1,000	H. E. Aitken Co.	R
JUN 19 1916		263	1,000	A. H. Wetwiler	R
SEP 11 1916		153/87	35,000	D. W. Griffith	
" 16 " "		1/10	10,000	Norman Hall	R
" 26 "		264/5	2,000	A. H. Wetwiler	R

Simon Goldstein 2,000 - 127/128

Assignee	Address	Shares	No. of new certificate
Goldstein Co.	c/o W H Moore	14,000	126-129/141
R Simon Goldstein Goldstein Co., Inc.	c/o W H Moore Trustee Los Angeles, Calif.	16,000	126/141
R Vera V. B. Richard	c/o H. C. Richard, 376 Grand St. N.Y.C.	3,000	142/4
R Benjamin Block	74 Broadway, N.Y.C.	1,000	232
R Maude Winpenny	646 So. Spring St. Los Angeles, Calif.	3,000	280/82
R L. G. Patee	% Don Lee Garage, Pasadena, Calif.	1,000	283
R C. W. Gates	500 Columbia St., Pasadena, Cal.	5,000	284/288
R W. D. Rosenberger	48 So. Fair Oaks Ave., Pasadena, Cal.	5,000	289/293
R J. A. Barry	690 Magnolia Ave., Pasadena, Calif.	5,000	294/8 R
R Charles H. Prick	% L. B. Press, Long Beach, Calif.	1,000	299
R A. J. Hosking	% Star News, Pasadena, Calif.	1,000	300
R H. H. Lehman	% Union National Bank Pasadena, Calif.	1,000	249
R H. S. Mowot	Do	1,000	250
R B. J. Howdershell & Wm. Niven	Do.	1,000	263
R D. W. G. Corporation	State of Delaware	35,000	153/87
R Robert H. Mainzer	5 Nassau St., N.Y.C.	10,000	1/10
Mrs. T. J. Goodsell	Goodsell Mfg. Co., Toledo, Ohio.	1,000	264

8

Date	Transfer No.	No. of cancelled certificates	Shares.	Name of Assignee
				Detroit, Mich
OCT 13 1916		110	1,000	~~John R.~~ ~~Norman~~ Hall R
FEB 15 1917		22/25	4,000	~~to John R. Hall~~ Norman Hall (note) R
		X	[redacted]	Original Issue
JUN 9 1916				
SEP 11 1916		2	185	D. W. Griffith
~~MAY 1 1916~~		~~232~~	~~4,000~~	~~Earl Lewis~~
~~May 4, 1916.~~				~~Original Issue~~
July 30		38	-10	Norman Hall
				from page 5 - change of address by letter of 27 Jan 1921

Assignee	Address	Shares	No. of new certificates
T. J. Goodsell	Goodsell Mfg. Co., Toledo, Ohio.	1,000	265
Frank J. Tomlinson	Moore Leonard & Lynch 111 Broadway N.Y. ~~5 Nassau St., N.Y.C.~~	1,000	110 ~~206.~~ 210
John R. Hall.	5 Nassau St., N.Y.C.	4,000	22/25
Edwin J. Banzhaf.	75-82nd St., Brooklyn.	10,000	1 Trust
D. W. Griffith	4500 Sunset Blvd Los Angeles, Calif.	185,000	2 Certificates
D.W.G. Corp. of Delaware.	15 Exchange Pl., Jersey City, N.J.	762,000	3
Albert H. Banzhaf.	2 Rector St., N.Y.C.	23,000	4.
~~Benjamin Block.~~	~~74 Broadway, N.Y.C.~~	~~1,000~~	~~232.~~
~~Maude Wimpenny~~	~~215 So Rampart, Los Angeles, Calif.~~		
Knauth Nachod & Kuhne	120 Broadway, N.Y.C.	10,000	11 to 20 ~~64.~~
T. F. Stackpole	c/o The Maylo Cleveland Ohio	1000	257

Notes:

300 original ctfs. of indebtedness

1500 " shares of Capital Stock.

USEFUL INFORMATION.

MULTIPLICATION TABLE.

1	2	3	4	5	6	7	8	9	10	11	12
2	4	6	8	10	12	14	16	18	20	22	24
3	6	9	12	15	18	21	24	27	30	33	36
4	8	12	16	20	24	28	32	36	40	44	48
5	10	15	20	25	30	35	40	45	50	55	60
6	12	18	24	30	36	42	48	54	60	66	72
7	14	21	28	35	42	49	56	63	70	77	84
8	16	24	32	40	48	56	64	72	80	88	96
9	18	27	36	45	54	63	72	81	90	99	108
10	20	30	40	50	60	70	80	90	100	110	120
11	22	33	44	55	66	77	88	99	110	121	132
12	24	36	48	60	72	84	96	108	120	132	144

Average Velocity of Many Various Bodies. per hour.

A man walks 3
A horse trots 9
A horse runs 20
A steamboat runs 18
A sailing vessel runs 10
A rifle ball moves 1000
Light moves 192,000 miles per second.
Electricity moves 288,000 miles per second

George Washington died the last hour of the day, the last day of the week, of the last month of the year, of the last year of the last century.

Table Showing Value of Foreign Money in Dollars, Cents & Mills.

The Pound Sterling of England, Ireland and Scotland--$4,86.65.
12d.-1s.; 20s.-*£1. The value of 1d is 2 cts.; 1s. is 24⅓.
The Franc of France, Belgium and Switzerland, .19 8 cts.
The Reichsmark (Royalmark) of the German Empire, 23 8 cts.
The Crown of Denmark, Sweden and Norway, .26 8c
The Lira of Italy, and the Peseta of Spain, .19 3 cts.
The Florin of Austria, .41 3.
The Florin of Holland, .40 2.
The Piaster of Turkey .04 4.
The Dollar of Mexico, .90 9.
The Rouble of Russia, .66 9.
The Milreis of Brazil, .54 5.
The Peso of Cuba, .92 5.
The Dollar of Canada, 1,00 0.

*NOTE.—£. stands for Pounds Sterling; s. for Shillings; d. for Pence.

Avoirdupois Weight.

16 drams (dr.) make 1 oz.
16 oz. " 1 lb.
100 lbs. " 1 cwt.
20 cwt. " 1 ton.

Troy Weight.

24 grains (gr.) make 1 pwt.
20 pennyworth " 1 ounce.
12 oz. " 1 lb.

Apothecaries' Weight.

20 grains make 1 scruple
3 scruples " 1 dram
8 drams " 1 ounce
12 ounces " 1 pound

Long Measure.

12 inches make 1 foot
3 feet " 1 yard
6 feet " 1 fathom
5½ yards " 1 pole or rod
40 poles " 1 furlong
8 furlongs " 1 mile
69⅙ miles " 1 degree
320 rods " 1 mile
5,280 feet " 1 mile

Square Measure.

144 sq. in. make 1 sq. ft.
9 sq. ft. " 1 sq. yd.
30¼ sq. yds. " 1 sq. rod.
40 sq. rods " 1 rood
4 roods " 1 acre
640 acres " 1 sq. mile

Solid or Cubic Measure.

1728 cu. in. make 1 cu. ft.
27 cu. ft. " 1 cu. yd.
128 cu. ft. " 1 cd. wood
24¾ cu. ft. " 1 pc'h stone

NOTE.—A cord of wood is a pile 8 feet long, 4 feet wide and 4 feet high; therefore, 8x4x4—128 feet.

A Perch of stone or brick is 16 1-2 ft. long; 1 1-2 feet wide, and 1 ft. high.

Dry Measure.

2 pints make 1 quart
8 quarts " 1 peck
4 pecks " 1 bushel

Liquid Measure.

4 gills make 1 pint
2 pints " 1 quart
4 quarts " 1 gallon
31½ gallons " 1 barrel
2 bbl. " 1 hogshead

Paper Measure.

24 sheets make 1 quire
20 quires " 1 ream
2 reams " 1 bundle
10 bundles " 1 bale

Miscellaneous Things.

12 units make 1 dozen
12 doz. " 1 gross
12 gross " 1 great gross
20 units " 1 score

Bible Arithmetic.

Ezekiel's reed was nearly 11 feet: a cubit was nearly 22 inches; a hand's breadth is equal to 3⅜ inches; a finger's breadth is equal to a little less than 1 inch; a shekel of silver was about 65c; a shekel of gold was $10; a talent of silver was $2,000; a talent of gold was nearly $30,000; a piece of silver, or a penny, was 17c; a farthing was equal to .01c; a mite was less than a farthing; a gerah was .03c; an ephah, or both, contained 4 gallons and 5 pts; a hin was 3 quarts and 3 pts; an omer was 6 pts; a cab was 5 pints.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH

Presents

The Colossal Spectacle

"INTOLERANCE"

Love's Struggle Throughout the Ages

In a Prologue and Two Acts

The entire production under the personal direction of Mr. Griffith

One Theme Told in Four Separate Stories – Paralleling Side by Side

A Golden Thread Binds the Four Stories—
A Fairy Girl, With Sun-Lit Hair—
Her Hand on the Cradle of Humanity—
Eternally Rocking—

THE PRINCIPAL CHARACTERS.

Of All Ages.

The Woman Who Rocks the Cradle.....Lillian Gish
The Rocking Cradle also marks the change from one story to another.

Of the Modern Story.

The Dear One.....Mae Marsh
Her, Father, a mill worker.....Fred Turner
The Boy, made a victim of evil environment as a result of the magnate's intolerant injustice.....Robert Harron
Jenkins, mill magnate, who gives largely and expects much.....Sam de Grasse
Mary T. Jenkins. No longer able to enjoy the pleasures of youth and society, she keeps her name in the papers by turning her resources over to the uplifters.....Vera Lewis
Self-styled Uplifters, professional meddlers, supported by Jenkins' money.....Lucille Brown, Miss Washington, Pearl Elmore
A Friendless One, driven by the Jenkins strike down into the City's undercurrents.....Miriam Cooper
The Musketeer of the Slums, who meets the Friendless One.....Walter Long
The Kindly Policeman.....Tom Wilson
The Governor.....Ralph Lewis
Father Farley, the Boy's confessor.....A. W. McClure

Of the Judean Story. (27 A. D.)

THE NAZARENE.

Mary, the Mother.....Lillian Langdon
Mary Magdalene.....Olga Grey
First Pharisees.....Baron Von Ritzau, Count Von Stroheim
The Bride of Cana.....Bessie Love

Of the Medieval French Story. (1572 A. D.)

Brown Eyes, daughter of a Huguenot (French Protestant) family.....Margery Wilson
Prosper Latour, her sweetheart.....Eugene Pallette
Her Father.....Spottiswoode Aitken
Her Mother.....Ruth Handforth
The Foreign Mercenary, of the Swiss soldiery imported by Catherine.....A. D. Sears
Charles IX, King of France, in the eleventh year of his reign, at the age of 23.....Frank Bennett
Duc D'Anjou, brother to the King and heir to the throne.....Maxfield Stanley
Catherine de Medici, the queen mother, arch-plotter, and real ruler of France.....Josephine Crowell
Marguerite de Valois, sister of the Catholic King Charles IX.....Georgia Pearce
Henry of Navarre, King of the adjoining Protestant state, and betrothed to Marguerite.....W. E. Lawrence
Admiral Coligny, the powerful leader of the Huguenot (French Protestant) party.....Joseph Henabery

Of the Babylonian Story. (539 B. C.)

The Mountain Girl, who worships Belshazzar from afar.....Constance Talmadge
The Rhapsode, her suitor and secret agent of the High Priest of Bel.....Elmer Clifton
The Prince Belshazzar, ruling Babylon with his father, King Nabonidus.....Alfred Paget
The Princess Beloved, adored of Belshazzer.....Seena Owen
The King Nabonidus, ancient apostle of religious toleration and archaeologist by choice.....Carl Stockdale
The High Priest of Bel, who conspires against the throne because religious toleration is undermining the worship of the god Bel, and weakening the power of its priesthood.....Tully Marshall
Cyrus, the world-conquering Persian who profits by the conspiracy of the Priests of Bel for the overthrow of Babylon.....George Seigmann
The Mighty Man of Valor, bodyguard of Belshazzar....Elmo Lincoln
Babylonian Judge.....Robert Lawler

THE STORY-FORM OF THE PLAY

Scene One—The Modern Story.
Scene Two—Jerusalem 27 A. D.
Scene Three—France, in the times of Catherine de Medici, 1572 A. D.
Scene Four—Again to the Modern Story.
Scene Five—To Babylon, 539 B. C.
Scene Six—Again the Modern Story.

"And so the four stories alternate one with another, until, in the climax of the last act, they seem to flow together in one common flood of humanity."

Important Note—The audience is requested to remain seated during the brief pause between the Prologue and Act I. There will be an intermission of six minutes between Acts I and II

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

THE STORY

Our one theme is told in four plain little stories.

These stories begin like four currents, looked at from a hilltop.

These currents flow at first far apart, slowly and quietly.

As they flow they grow nearer and nearer together, and faster and faster, **"until in the end, in the last act, they mingle in one mighty river of expressed emotion."**

Then you easily see that **though they seem unlike,** through all of them runs **one thought, one theme.**

The modern story shows how it is possible for men pretending philanthropy to really work injury and misery to their fellows.

The **chief figures** in this modern story, THE BOY and THE DEAR ONE, are drawn into the maelstrom of a great strike.

This strike is forced on the mill hands through their millionaire employer.

He cuts their wages, which are already miserably insufficient, in order to pay for his charities, and to furnish funds to his sister. His sister, having grown too old to enjoy the pleasures of youth, turns the money over to self-seeking meddlers.

Rather spitefully, MISS JENKINS strives to uplift a more or less fallen humanity.

The BOY'S father is killed in this strike.

Because of it, the BOY goes to the city, where he is led into a vicious life. In the end he is redeemed by the perfect love of THE DEAR ONE.

In the general exodus to the city goes the FRIENDLESS ONE, a neighbor of the BOY. In the city she meets the MUSKETEER of the SLUMS and is dragged into the undercurrents.

* * *

In the second tale you see the MAN OF MEN, the humble NAZARENE, walking and teaching among His people.

You see Him teaching **His law—the law of love**—and always **kind tolerance.**

You see Him fall beneath the lash of the Roman soldiery.

You see Him perish on the Cross of Calvary.

* * *

The third story is placed in France in the Middle Ages. In the Prologue you see the magnificence of the court of Charles IX; you see the festivities in the streets—those in honor of the betrothal of the Catholic princess, Marguerite of Valois, and the Protestant prince, Henry of Navarre.

Our heroine, BROWN EYES; her sweetheart, and her family, visit France to see those magnificent celebrations, where **Catherine de Medici is using** the **Catholic party** against **Coligny** and the **Protestants.**

In the first act Catherine uses the incident of the massacre of the Catholics by the Huguenots at Nimes to inflame her followers against the Protestants.

In the last act she brings about the massacre of the Protestants on St. Bartholomew's Morn.

BROWN EYES, the little Huguenot maiden, is one of the victims caught in the trap.

A Catholic friend on the other side of the town gives her sweetheart the badges of safety—those used to distinguish Catholics from Protestants.

Her lover rushes wildly through the mad streets in an attempt to save her with the password and badges, while she and her father are barricaded in their little home.

* * *

The fourth story is placed in Babylon, at the time BELSHAZZAR, the Golden Prince, was ruling for his father Nabonidus.

Nabonidus was a **lover of peace** and **religious toleration.**

On this account he welcomed the worship of Ishtar, the Love Goddess.

This **aroused** the **antagonism** of the **intolerant high priest** of Bel.

In the prologue is shown a little MOUNTAIN GIRL, from the wilds, who is in love with BELSHAZZAR.

BELSHAZZAR saved her from being sold in the marriage market. On another occasion he saved her from a sentence of death imposed upon her by the high priest of Bel. She had nearly strangled an under-priest for speaking ill of BELSHAZZAR, and the high priest had ordered her condemned to death.

But BELSHAZZAR madly adored the PRINCESS BELOVED, by whose pale beauty he was stricken as though by white lightning. So the MOUNTAIN GIRL must worship him from afar.

Cyrus, the Persian conqueror of the world, attacks Babylon at the close of the first act.

While the PRINCESS BELOVED prays for BELSHAZZER in the temples, the MOUNTAIN GIRL fights for him on the walls. BELSHAZZAR wins and vanquishes the armies of Cyrus.

In the last act is shown the feast of BELSHAZZAR, in celebration of his victory over Cyrus. They give honor to Ishtar, the Love Goddess, for victory.

Enraged at this, the jealous **high priest mans the gates with his chosen guards,** bribes some of the king's guards and goes to the tents of Cyrus with a plan to open the gates for the entrance of Cyrus' army in the night.

Through the youthful RHAPSODE, passionately in love with the MOUNTAIN GIRL, the latter hears of their visit to Cyrus, and follows the priests in her chariot.

She sees Cyrus and his army start on their last march to destroy Babylon, and dashes ahead to attempt to warn BELSHAZZAR of his danger.

Though the girl is delayed on the way, she rushes into the banquet hall in time to warn BALSHAZZAR, but too late to save him.

BELSHAZZAR, with only a few guards, fights to the last at the gates of his palace, while the PRINCESS BELOVED prays to Ishtar.

You will see her splendor destroyed by Cyrus and his hordes.

You will gasp and thrill at the monstrous moving towers and battering-rams of the invaders as they lay siege to Babylon.

The dancing girls and swaying, half-naked priestesses will charm you at Belshazzar's far-famed feast.

In a hall, a mile in length, and **built at a cost exceeding that of the entire expense of any production ever made,** including "The Birth of a Nation," you will marvel at the almost incredible luxury of a long-vanished civilization.

As the close of the fourth story nears you may have new thrills as you gaze on the wild ride of a brave mountain girl, racing ahead of the thousands of horsemen and chariots, the onrushing army of Cyrus.

Through her love of BELSHAZZAR, she tries to warn him of his approaching doom.

* * *

In "Intolerance" Mr. Griffith has departed from the old-fashioned and stereotyped drama.

He is said to have created an absolutely new form of art expression, whose reach is boundless.

He takes you from plain, home-like scenes of the present day to those in Judea in the time of the NAZARENE.

He carries you from Judea to the glories of medieval France.

From France you go easily into the pomp and magnificence of ancient Babylon.

From Babylon back to the present again—**easily** and **clearly**—as **thoughts flash across the mind.**

Before you have time to tire of one story you are flashed to another.

In this amazing tale you will live in the crowded streets and palace halls of once mighty Babylon, the Queen City of all the ancient world.

Through it all moves love—from the tender, redeeming sentiment of the DEAR ONE of the modern story—through the hearts of the simple lovers who, like Romeo and Juliet, die in each other's arms on St. Bartholomew's morn, to the wild, barbaric, perfumed passion of BELSHAZZAR and the PRINCESS BELOVED, who cling to each other's lips as mighty Babylon falls!

Four parallel stories in one. The most unique art-form invented by the brain of man in the last two thousand years.

Toward the end of the last act the reins tighten on the four stories, drawing them swiftly close together until they go rushing on to the four smashing climaxes.

FACTS CONCERNING THE PRODUCTION

The latest excavations in Mesopotamia have unearthed cuneiform tablets which tell the true story of the Fall of Babylon. The intolerant treachery of the priests brought about the victory of Cyrus exactly as shown in "Intolerance."

Contrary to belief, the Babylonians, being very religious, watered the ground with their tears of penitence and prayed earnestly before taking any serious action.

The musical sources of the production embrace contributions known both to primitive and civilized man, from the "Hyman of Apollo," the most ancient melody preserved, and probably sung in the days of Babylon, down through the first operatic forms in the days of Catherine de Medici, to the great classic masters since the seventeenth century, and even to the ballads of the Francois Villons of our own asphalt streets.

The costuming of the production is the most costly in the history of the stage, because Mr. Griffith attempted to adequately reproduce some of the most extravagantly luxurious periods of history. The looms and the mines of the ancient world sent their products to its great metropolis, Babylon. Belshazzar's costumes of state, and those worn by the Princess Beloved in the production cost as much as many of the smaller sets. Cups of solid silver, beaten into authentic designs, after the period, and exquisite trifles, also done in silver, such as the tear vials, are trifling "properties" of this period.

Many of the suits of armor used in the battle scenes, though not so ostentatious, were equally as expensive as the more ornate costumes, notably the armor worn by Cyrus in battle, which is gold-plated throughout and weighs sixty pounds.

ARE THESE INTOLERANT?

"If we would not be marplots without miserable interferences, the work, the society, letters, arts, science, religion of men would go on far better than now, and the heaven producted from the beginning of the world, and still predicted from the bottom of the heart, would organize itself, as do now the rose and the air and the sun."

RALPH WALDO EMERSON.

HYSTERICAL REFORM.

"No age will take hysterical reform. It will be a bad day for society when sentimentalists are encouraged to suggest all the measures that shall be taken for the betterment of the race. * * * And the mind that is impatient, or intolerant, or hoodwinked, or shut into a petty view, shall have no part in carrying men forward to a true hospitality."

WOODROW WILSON, "On Being Human."

A SOCIAL QUESTION.

"In the present heated state of public opinion about the drink situation he who attempts to differentiate the chaff of exaggeration from the known truth, in writing of its social aspects, must expect to be stigmatized as an advocate of drink."

JOHN KOREN, in the Atlantic Monthly.

PERILOUS PHILANTHROPY.

"From the knowledge I have gained in my work as chairman of the Federal Commission on Industrial Relations, I challenge the wisdom of giving public sanction and approval to the spending of a huge fortune through such philanthropies as foundations * * * taking money obtained from the toil of thousands of poorly nourished, specially submerged men, women and children, and spending these sums through a board of personal employees, in such fashion that his estate is in a fair way not only to exercise a dominating influence in industry, but before many years to exact a tribute of loyalty and subserviency to him and his interests from the whole profession of scientists, social workers and economists."

FRANK P. WALSH, in the Independent, 1915.

POLITICAL INTOLERANCE.

"Intolerance, political or religious, is the fatal characteristic throughout its history, of French party-life."

KITCHIN'S History of France.

#4

EARLY CIVILIZATION—BABYLON.

(Added Note to Herodotus by the Editor, George Rawlinson.)

For nearly two thousand years Babylon was the center of the world's civilization. Her script and her language were known in Egypt, and on the shores of the Mediterranean, and were the universal medium of communication between educated men. She was the bank and emporium of the East, and in the age of her splendor, with her daughter states about her, dominated the thoughts of mankind. What Rome has been, and London is, that Babylon was—"The glory of kingdoms, the beauty of the Chaldean's pride" (Isaiah XIII:7). Her ruins are still wonderful; but she has left us spiritual ruins, too, and these are yet more strange. The debt of ancient Israel to Babylon was immense. The code of Hammurabi (B. C. 2200) may well have influenced the Mosaic code; the Angelology of later Jewish Scriptures was Babylonian in origin; the legends of Creation, the Fall, and the Deluge, are of Babylonian ancestry. Little wonder if, when the end came, and she fell, a cry went through the earth that had once feared her power, her pride, her universal empire—"Babylon is fallen, is fallen!" (Isaiah XXI:9.)

AUTHORITIES.

Over a period of four years of active research, Mr. Griffith and his staff have consulted every established authority on each of the periods of the production, notable among them: For the Babylonian, Jastrow, King, Rawlinson, Rev. Henry Sayce, et al. For the Judean period, Tissot, the Jewish Encyclopedia, Canon, Cheyne, et al. For the French period, Kitchin, Guizot, the Catholic Encyclopedia, et al. For the Modern Story, U. S. Industrial Commission Report, Legislative reports on Mother's Pension Bills, National and State public paper, etc.

TRIBUTES TO "INTOLERANCE."

"A really amazing piece of work, * * * The general lesson of the play, that of the evils of intolerance and of carelessness as to the feelings and rights of others, is an excellent one, a piece of work inherently great and sure to be successful with the public."

DAVID STARR JORDAN,
Chancellor-Emeritus, Leland Stanford, Jr., University.

"I consider 'Intolerance' the work of a master who has produced, with head and heart, something that will reach the hearts and consciences of the men and women of the present age."

RABBI ISADORE MYERS

"Intolerance is the greatest social crime; society has more to fear from these professional 'kill-joys' than from criminals. It is the greatest Christian document that has been produced in modern times. The only criticism I have to offer to Mr. Griffith is that he did not tell all of the truth."

REYNOLD T. BLIGHT,
Famous Educator and a Reformer who knows Reformers.

"Your depiction of it is absolutely accurate and not overdrawn one bit. It would be a wonderful community enlightenment if every individual in this community would see 'Intolerance' and draw the conclusions that can be drawn from it."—Report of Joint Committee on Children, Charities, etc., Forty-ninth General Assembly, State of Illinois, after investigation of this production.

"'Intolerance' is astounding and it is not wonderful that it should be so successful. It appeals equally to the historian, the poet and the student of modern sociology. The Babylonian scenes are magnificent, as well as true to facts. I was much impressed by the attention that has been paid to accuracy in detail. The drama is educational in more than one direction and the interest it excites in Babylonian history is especially gratifying to the assyriologist."

REV. DR. ARCHIBALD HENRY SAYCE,
Noted Assyriologist and Authority on Babylonian History.

"I want to tell you how deeply impressed I was with your stupendous production. You have succeeded in conveying to the audience a remarkably vivid picture of the art, architecture, costumes, public and private life of Babylonia. I was amazed to see how carefully you reproduced our knowledge of the enormous walls of the city, with their battlements and gates, the palace, the battle towers, the battering rams and other instruments of ancient warfare. May I single out for special mention the splendid and thrilling scenes depicting the attack upon the city of Babylon? I was delighted to see the manner in which you portray the feast scene of Belshazzar and his queen."

MORRIS JASTROW, JR.,
Professor of Assyriology, University of Pennsylvania, and Famous Authority on Babylonia

"Why touch upon such themes?" perhaps some friend
May ask, incredulous; "and to what good end?
Why drag into the light of day
The errors of an age long passed away?"
I answer: "For the lesson that they teach:
The tolerance of opinion and of speech."

LONGFELLOW.

This production will never be shown except in first-class theaters, at prices customarily charged for first-class productions.

This is absolutely Mr. Griffith's first and only production since "The Birth of a Nation"

BUSTY PRESS N. Y. C.

CALIFORNIA'S CITY OF THE FINE ARTS

Birthplace of "The Birth of a Nation" and Other Motion-Picture Masterpieces—David Wark Griffith, Presiding Genius of the Studio Where Photo-Motion Miracles are Turned Out Like Clockwork and "All Is Merry as a Wedding Bell"

By Mabel Condon.

It is mapped out into a city of its own, studio that occupies much ground-space on either side of Sunset Boulevard, at the location designated at "4500."

Speaking in Exposition vernacular, the big stage that somehow still retains its position in the center of various of the little white-trimmed brown houses that go to make up the studio, might be called the Court of the Universe. It is surrounded by the respective Palaces of Scenarios, Employment, Carpentry, Laboratory, Properties, Wardrobe, Manufacturers (of various studio equipment), Dressing-Rooms, Electrical Studios, Technical Research, and Star Preserves. The last mentioned is a cottage recently leased by the studio and where the merry De Wolf Hopper gambols at will among grease-paint and the guests who always infest his dressing-room and where the care-free and festive Douglas Fairbanks wields the powder-laden rabbit-foot by way of making-up for a scene and tells Broadway memoirs for the guests that, alas, are always his.

The Food Products Building is the edifice to the right of the approach to the Scenario domain. No matter that this restaurant is conducted on the cafeteria plan, the common purpose of it and the Food Products was nearly similar.

As for the Tower of Jewels, "the big set," as that for "The Mother and the Law" is called, serves that purpose admirably, with its terraced walls and statuary rising hundreds of feet above the canvas which shields the ground portion of it from the gaze of the outer world. It is a wonderful set and never ceases to attract the curious attention of the hundreds who pass daily in street cars, sight-seeing buses and private cars.

The Avenue of Palms, so named from the one palm tree which guards the corner where first-aid to the out-of-gasoline autoists is given, might easily be called Automobile Row. Here, hood to hood, stand the cars of the elite of the Fine Arts Studio, the Gishes, the Marshes, the Franklins, the Talmadges, the Griffith Fiat, the Cabanne Simplex, the Tully-Marshall seven-passenger and many, many others all go to make the Avenue of Palms one of interest to automobile salesmen.

Five stages, resting-spots where fig-trees and flowers grow unasked, foreign village streets which, sometime or other, had made for locations and atmosphere, these and many other show-sights of the Studio of the Fine Arts all go toward making it just that:

The Studio of the Fine Arts

A veritable city by day, at night transforming itself into an attractive fairyland with thousands of Cooper Hewitt lights twinkling and flashing in the darkness. To those who have not had the opportunity of personally inspecting this monster plant, some idea of its magnitude may be learned from the fact that approximately ten thousand feet of exposed negative film stock emanates from there each week. Ten producers are on the jump from morning to night, when occasion requires continuing their work in what is technically known as the electric light studio. More than one hundred dressing rooms are required for the large number of players permanently employed, bringing the weekly pay roll up into very high figures.

Three large open air stages, in size, one, 60 by 100 feet; two, 70 by 190 feet; three, 50 by 100 feet, are used for the staging of interior scenes when the sunlight is available. The electric light studio, a recent addition to the plant, lies adjacent to one of the open air stages, its dimensions being 60 by 60, and 20 feet in height. So powerful is the generator of the electric light studio that when the occasion requires, which is very often the case, five electric light stages can be operated at the same time.

Immensity, however, is not the only feature of this great plant. For it was here that David Wark Griffith not only conceived, but staged a great majority of his present-day feature film productions. The most prominent of his efforts being "The Birth of a Nation," the first film drama ever playing to $2 box-office prices; "The Escape," proclaimed by able critics a masterpiece, a picturization of Paul Armstrong's play of the same name; "Home, Sweet Home," the immortal film classic, and "The Avenging Conscience," which created such a furore in New York city and elsewhere wherever it was shown.

Costumes and "Props"

In attempting to describe the Griffith plant, a peep into the costume and wardrobe department will not be amiss, for here are kept thousands of costumes in the care of skillful modistes, who are also continually designing new garments for the Griffith Players to wear in scenes of feature plays.

The property room is almost an entire plant in itself, for here are located hundreds and hundreds of "props," so arranged that they are accessible the moment required.

Although carpenters have been visible at this studio ever since its inception, almost two years ago, work has not stopped for them. At the present they are putting the finishing touches to an elegant new factory, where the film is developed, dried, printed, assembled, tested by means of projection, canned, and in readiness to be shipped to the respective exchange or theater owner. In charge of the factory are competent chemists, proven photographic experts, under the supervision of C. W. Bitzer, acknowledged premier photographer. Mr. Bitzer also has under his control a number of cameramen, who are duly assigned to the photographing of the various film productions.

Then there is the scenario department, guided by Manager of Production Frank E. Woods, whose duty exclusively is to keep in constant touch with the literary market for material they believe suitable for filmization purposes. This department employs a number of literary students, who also conceive original scenarios.

Another interesting feature of the Fine Arts Film studio is "Automobile Row," directly facing the main entrances to the studio, for there are stationed the several cars of various construction, used to transport the players to distant locations to enact scenes for the pictures.

"The lot of many buildings" is what the Fine Arts Films studios are called by natives of Hollywood. From day to day, since the arrival of the Griffith organization in California, additions in the form of buildings have been made to the already stationed studio buildings. With the recent addition of the hundred new dressing-rooms, the interior of the Griffith plant impresses one as a good sized village. With the list of players employed at this studio increasing daily, many of the nearby bungalows are occupied by the Griffith actresses and actors.

The Presiding Genius

An essay on the founder of an institution usually is very appropriate in an article of this description, therefore some words concerning the gentleman who made famous the plant in discussion.

David Wark Griffith has been rightfully named 'The Wizard of Motion Pictures.' Among the countless number of men and women who have gone into this relatively new industry, none have made the progress in developing this wonder of the Twentieth Century reached by Mr. Griffith.

He stands out foremost, not only in development of the art itself, including the technical parts of the industry, but in the development of the players.

In the ability to detect latent dramatic talent in all sorts of persons, and then bringing out this talent, and developing it along the lines best suited for the natural characteristics of the players involved, Mr. Griffith is without a peer.

Mr. Griffith is never averse to receiving a suggestion from the members of his company; in fact, he encourages them in this practice. He possesses a wonderful insight into human nature, and in his powers of observation, he is as keen as the best trained police reporter on a Metropolitan daily.

Perhaps this is one of the reasons why the name Griffith stands so high in filmdom, in comparison to what the name of David Belasco stood for a few years ago. Recently a well-known metropolitan critic, after reviewing one of Mr. Griffith's productions, said:

"The word 'masterpiece' has been so indiscriminately applied that it has lost all its previous dignity, if not significance, and therefore some creator should endeavor to create a phrase or word to equal that of 'masterpiece.' In literal translation, that could be applied to Mr. Griffith's production, 'The Birth of a Nation.'"

In conclusion, thus has been outlined to the reader perhaps one of the largest moving picture organizations on the Pacific Coast, the home of Fine Arts Films features.

DAVID WARK GRIFFITH

David Wark Griffith, who created a sensation with his "Birth of a Nation," is a native of Kentucky. He began his public career as an actor in a Louisville stock company. Mr. Griffith also studied grand opera and developed a pleasing baritone voice. He became interested in motion pictures as a scenario writer and playing minor parts, but the technical side of the work fascinated him. This was with the Biograph Company, and in less than three years from his first entrance into the Biograph studio he was considered the most promising figure among American producers. His numerous innovations and his dramatic conception soon placed him in foremost rank of motion picture makers.

Mr. Griffith was the first to use "close-ups" and "cutbacks." His principal work has been done for the Biograph and as supervising director for the Reliance and Majestic and for the present in the same capacity with the Fine Arts Film Company, affiliated with the Triangle programme, although devoting a great deal of his attention to his individual productions.

His list of personal feature pictures released under the trade-mark of "Griffith Features," include "The Single Standard," "Home, Sweet Home," "The Escape," "The Avenging Conscience," and "The Birth of a Nation."

Roster of Fine Arts Players

Women

Alden, Mary
Bruce, Kate
Crowell, Josephine
De Rue, Carmen
Elmoro, Pearl
Gish, Dorothy
Gish, Lillian
Grey, Olga
Harris, Mildred
Langdon, Lillian
Lee, Alberta
Lee, Jennie
Love, Bessie
Marsh, Mae
Marsh, Marguerite
Owen, Seena
O'Connor, Loyola
Radcliff, Marie
Radcliff, Violet
Talmadge, Constance
Talmadge, Norma
Tincher, Fay
Toncray, Kate
Wilson, Margie

Men

Aitken, Spottiswoode
Anderson, R.
Bennett, Frank
Beranger, George
Brown, W. H.
Butler, Fred
Carpenter, Francis
Clifton, Elmer
Cosgrove, Jack
Davidson, Max
De Grasse, Sam A.
Eagle Eye, Wm.
Fairbanks, Douglas
Freeman, Wm. F.
Gaye, Howard
Hackett, Dr. R. K.
Harley, Edwin
Harron, Robert
Henabery, Joseph
Highby, Wilbur
Hinckley, William
Hopkins, Clyde
Hopper, De Wolf
Lawrence, W. E.
Lewis, Ralph
Lincoln, Elmo
Liberani, Eugene
Long, Walter
Lowery, W. A.
Lucas, Wilfred
Marshall, Tully
McCarthy, J. P.
Moore, Owen
O'Shea, Jas.
Pallette, Eugene
Paget, Alfred
Pearce, George
Sears, A. D.
Singleton, Joseph
Stanley, Maxfield
Stone, George
Turner, F. A.
Wells, Raymond
Wilson, Tom

MOVIES IN ZULULAND

Leo Gordon, a newcomer to the American stage and movies, tells of a true and amusing experience in Central Africa. Gordon acompanied the first moving picture enterprise into Zululand, with the object of obtaining a drama of real Zulu life in the proper surroundings. The outfit, over seventy strong, left Fort Edward in oxen-wagons (amidst the enthusiastic good wishes of the entire white population, eight in number), to take the picture which was to make Africa famous in the movie world.

It certainly was a picturesque outfit. The advance guard consisted of an old elephant hunter, who acted as guide and interpreter, and seven or eight Dutch prospectors. Then the three wagons, with their sixteen span of oxen, each accompanied by their drivers, who whirled their whips in such a fashion that every one speculated as to whose eye would be flicked out first. Wagon Number One carried the company; Number Two, general equipment, , etc. while the third carried the stores and presents for the chiefs, and the rear of the outfit was brought up by a native body guard armed with spears and guns of long-forgotten ages. These warriors, marching with such heavenly expressions, would lead one to believe that 120 in the shade is just the right temperature for a thirty-mile march across the veldt. Needless to say, they never convinced the actors.

Many unpleasant things had to be put up with during the next few days, the awful heat and the weird insects which insisted on sleeping with one at night. The two ladies of the company stood it wonderfully (by the way, one of them is in America now with the "World," Miss Dorie Sawyer), but nevertheless every one was delighted when eventually a location was decided upon near a kraal consisting of about fifty indabas (native mud huts) and a population of about three hundred Zulus. It is interesting to note that the headman of this village had sixty-three wives, whose ages varied from thirteen to—let us spare the ladies! It was this chief and his warriors who were eventually bribed and threatened into becoming movie actors. Spears, shields, assagais, etc., were unearthed from the kraals (the Zulu only carries a sjambok in peace times). With these weird implements they were to be photographed attacking the outfit on the following day. As Gordon was to be wounded and carried off by the savages, he spent an anxious evening watching our friend, Mr. Elephant Hunter, trying to persuade the warriors in their own lingo that it was not absolutely necessary for them to sharpen their spears or retip their arrows, his efforts only meeting with varying success.

Next morning everything was ready. "I wouldn't rehearse it," said Elephant Hunter. "Why?" asked the director. "Because they'll never do it twice alike." So they went right at it, and the fun commenced.

The chief had been told to attack the outfit at a given signal, and attack it he did! With blood-curdling yells, they hurled themselves upon the actors, for had not the great white chiefs armed them and told them to fight? Gordon received the first mad rush full in the chest, which landed him several yards away among the oxen in a most undignified position for a hero. Here a big Zulu, who evidently had misread his part, was under the impressin that Gordon was not to be taken alive, and started to finish him with a club. At this junction the actors lost their tempers, and a hand-to-hand struggle for existence resulted.

Had the cameraman panoramed, probably one of the finest five-mile races ever seen on the African veldt would have been registered, but he didn't. And, when developed, it showed fifty feet of what appeared to be the extermination of the white race, and two hundred feet of clear blue sky.

1917

ANNUAL REPORT

Other Companies

Owls

1917

Filed ..... day

of 191

BASIS OF ASSESSMENT

Capital Stock, $ .....

Tax, $ .....

.....

This return MUST be sent addressed to the **Secretary of State, Dover, Del.,** BEFORE THE FIRST TUESDAY IN JANUARY.

Report of

D.W.G.CORPORATION

Date of Incorporation

May 20th 1916

Officers.	Name.	Address.	Term Expires.
President,	Albert H. T. Banzhaf	2 Rector St., New York, N.Y.	Jan. 2 1917
Vice-President,	Albert Griffith	1476 Broadway, New York, N.Y.	Jan. 2 1917
Treasurer.	John A. Barry	1476 Broadway New York, N.Y.	Jan. 2 1917
Secretary,	John A. Barry		

Directors,

Albert H. T. Banzhaf — Same as above

Albert Griffith — Same as above

John A. Barry — Same as above

Principal Office in Delaware:—

City or Town, Wilmington,

Street and Number, 450 DU PONT BUILDING, No. 7 W. Tenth St,

Name of Agent in charge upon whom service of process may be made, Corporation Trust Company of America

Places of business outside of Delaware:—

Towns or Cities.	Streets and Number.
Jersey City, New Jersey	15 Exchange Place

Date of next Annual Meeting of Stockholders for the election of Directors: January 2 1917

ALL THE FOLLOWING QUESTIONS MUST BE ANSWERED.

1. What is the nature of the business of your corporation? Stock holdings
2. What is the amount of your capital stock authorized? $ 2,000,000
3. What is the amount of your capital stock actually paid in? $ 205,100
4. Is your corporation engaged in manufacturing or mining? No
5. If so, state where. A In Delaware,

   City or Town,

   Street and Number,

   B In other places state where,

   City or Town,

   Street and Number,

6. What is the amount of your capital stock invested in manufacturing or mining in Delaware? $ None

7. What is the amount invested in Real Estate in Delaware? $ None

8. Tax annually paid to County on Real Estate in Delaware? $ None

9. Is more than 50 per cent. of your issued capital stock invested in business within the State of Delaware? No

10. Itemize all investments in Delaware?

None

Total,

11. If exempt from taxation, state the reason why such exemption is claimed? None

12. Is your company actively engaged in business at the present time, or if not when was business suspended?

Actively engaged in business

On this 21st day of December A. D. 1916

I, the undersigned, do hereby certify as President (President or Treasurer) of the D.W.G. Corporation Company ~~xxxxx~~ that the foregoing return is correct and true.

Albert H. Barnes (L. S.)

Address 2 Rector Street

New York, N.Y.

Witness.

The above certificate is made in conformity with the Act of March 10, 1899, and all Acts amendatory thereto, which provides that if any officer of any company required by this Act to make a return, shall in such return make a false statement, he shall be deemed guilty of perjury.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The State of Delaware.

OFFICE OF SECRETARY OF STATE, DOVER, DELAWARE

D. W. G. Corporation

Debtor to GEO. H. HALL, Secretary of State,

TERMS CASH.

	19			
JAN 2	1917	*To receiving, filing and indexing Annual Report under Corporation Tax Law*	$2	00

Check #

Annual Report received with fee for same,

Geo H Hall

Secretary of State.

14,000 → 12-5-

D. W. G. Co

OFFICE OF

SECRETARY OF STATE

DOVER, DEL.

I herewith enclose blanks for annual tax report. The one designated on the back, "other companies," is to be used by companies liable to taxation on their authorized capital stock—that is, companies other than telegraph, telephone, cable, express, electricity, heat or power, steam, heat or power, gas, oil or pipe line, insurance, parlor, palace or sleeping car, mentioned in Section 66 of Franchise Tax Law.

This report must be filled out and forwarded to me with the $2 for filing, required by law, on or before the first Tuesday of January, 1917.

Every company failing to make and file an annual report on or before January the 2nd, 1917, will be subject to a penalty of $200.00, recoverable with cost by prosecution by the Attorney-General.

A failure to file an annual report renders all directors then in office ineligible for one year thereafter to election or appointment to any office in the company as directors or otherwise.

Companies must report, whether they are engaged in business or not, the law requiring companies not engaged in business to pay only one-half of the tax prescribed by law, but in no case less than $5; one or more of the incorporators may make and file the report, if the company is not yet organized.

If you receive other blanks than the one designated "other companies," it is because from the broad provisions of your charter, I am unable to ascertain the nature of the business in which you are engaged. **I send you blanks for report early, because all reports must be in my hands on January 2, 1917,** as I must complete the assessment of franchise tax on or before the third Tuesday in March next ensuing.

After the tax has been levied by the Secretary of State any corporation which desires to appeal from said Secretary of State to the Governor for review of the assessment and a re-adjustment of the tax so levied, must file with said Governor within THREE MONTHS from the date of assessment, the third Tuesday in March, a petition of appeal, duly verified according to law, stating specifically the grounds upon which the appeal is taken, and the reason why the tax is considered excessive and unjust. If the petition of appeal is not filed within three months aforesaid, the right of appeal to the Governor shall be considered and treated as having been waived and the amount of tax levied shall be payable and collectable at once.

GEO. H. HALL,
Secretary of State.

D. W. GRIFFITH COLLECTION.
MUSEUM OF MODERN ART FILM LIBRARY

Name of the author of the photoplay (3) David Wark Griffith
(Write name in full)

Country of which the author is a citizen or subject (4) U. S. A. [Must be stated]
An alien author domiciled in the United States must name the place of domicile (5)

The title of the motion-picture photoplay is (6) Intolerance A Sun-Play of the Ages

Exact date of first publication (7) Oct 5-1916 [State here the day, month, and year, when the work was placed on sale, sold, or publicly distributed]

THE SEPARATE TYPEWRITTEN OR PRINTED DESCRIPTION ACCOMPANIES THIS APPLICATION

Send certificate of registration to: (8) Albert H. Wampas
No 2 Rector St. City of N.Y.
(Street) (City) (State)

Name and address of person sending the fee: (9) Albert H. Wampas
2 Rector St New York, N.Y.
(Street) (City) (State)

[Please turn this over]

Write nothing here, but fill out each numbered space below **L1**

2 copies rec'd _____
Application rec'd _____
Description rec'd _____
XXc. _____

Leave all above these words blank Fee rec'd $

APPLICATION FOR COPYRIGHT—MOTION-PICTURE PHOTOPLAY REPRODUCED FOR SALE

If the work is a published motion picture, NOT a photoplay, use application form M 1

REGISTER OF COPYRIGHTS, Washington, D. C. Date (1) Jan 8, 1917

Of the MOTION-PICTURE PHOTOPLAY named herein and REPRODUCED IN COPIES FOR SALE on the date stated herein, the following are herewith deposited to secure copyright registration in full compliance with the provisions of the Act of March 4, 1909, as amended by the Act of August 24, 1912: 1st, Two complete copies of the motion-picture photoplay; 2d, A Description* of the photoplay, also $1 (statutory fee for registration and certificate).

The copyright is claimed by

Name and address of copyright claimant (2) David Wark Griffith
(Write name in full)

4500 Sunset Boulevard (Street) Los Angeles (City) California (State)

*The description deposited should preferably be typewritten or printed.

(Mar., 1916—3,000)

[Please turn this over]

74

A G R E E M E N T made the 9th day of January 1917, between the WARK PRODUCING CORPORATION, organized under the laws of the State of New York, herein referred to as the "Wark Company", party of the first part, and The Basil Corporation, a corporation organized and existing under the laws of the State of New York, hereinafter referred to as "Basil Company", party of the second part,

W I T N E S S E T H:

1. Wark Company is the owner of the motion picture photoplay known as "INTOLERANCE".

2. Wark Company hereby leases to Basil Company one (1) print of said photoplay for the term of ten (10) years from the date hereof for exhibition and exploitation in the territory hereinafter specified at a rental of Twenty thousand three hundred seventy-five ($20,375) dollars, plus twenty-five (25%) per cent of the net profits derived from the exploitation of said picture after said Basil Company shall have earned a net profit of 150% as hereinafter more fully set forth, payable as follows:

Ten thousand ($10,000) dollars in cash upon the execution and delivery of this agreement, the receipt whereof is hereby acknowledged, the balance of Ten thousand three hundred seventy-five ($10,375) dollars to be paid by Basil Company to the Wark Company by Basil Company turning over to the Wark Company its entire net receipts from the exhibition and exploitation of said photoplay, until the total sums thereof amount to said balance

of Ten thousand three hundred seventy-five ($10,375) dollars, and after the said Basil Company shall have earned a net profit of One hundred fifty (150%) per cent on the amount specified herein as the rental price, viz: the sum of $20,000 plus $10,000, then thereafter the said Basil Company shall pay to the Wark Company an additional rental of twenty-five (25%) per cent of the net profits received by it from said exhibition and exploitation until the expiration of this contract.

3. Basil Company agrees that it will not charge against the cost of exhibition and exploitation of said picture any charge except actual cost of operating its company or companies in the exhibition and exploitation of said picture. The salaries of such companies' employees are to be no greater than now paid to its employees in the exploitation of the photoplay known as "The Birth of a Nation", except such increases that may be imposed by labor unions, and that it will not pay its General Manager a greater salary than One Hundred ($100) dollars per week, and that as long as said Basil Company operates "The Birth of a Nation" it shall not charge in said cost more than half the office rent and stenographic services in Canada.

4. The Wark Company hereby leases to Basil Company the said print, together with all the Wark Company's rights to exhibit and exploit and deal in and with the said photoplay in said territory hereinafter mentioned during said period.

5. The territory hereinbefore referred to within

Which said photoplay and print may be exhibited and exploited is as follows: All the provinces of Canada, also Newfoundland and Alaska.

6. Wark Company agrees with Basil Company that during the term of this lease, neither the Wark Company nor its servants or agents shall exhibit or exploit the said photoplay or any part thereof, or cause it or any part thereof to be exhibited or exploited within the territory aforesaid, and further agrees that it has not given, nor will it give, any person firm, association or corporation any right, license or privilege to sell, exhibit, exploit or otherwise deal in and with said photoplay within the said territory during the term of this lease.

7. It is mutually agreed, however, by the parties hereto that the engagement by the Wark Company for the exhibition of the said photoplay at His Majesty's Theatre, Montreal, Canada, for a period of two weeks is excepted from the aforesaid provisions, with the understanding, however, that any profits accruing from the said engagement belonging to the Wark Company shall be credited by said company on account of the balance of the rental price as hereinbefore mentioned.

8. Basil Company agrees to forward to the Wark Company's office, at 1476 Broadway, New York City, N.Y., copies of all its box office statements or booking statements showing gross receipts of every performance

received by it from each film exhibited, and the same shall be mailed within twenty-four hours after the receipt of the same by the Basil Company. Basil Company shall also in addition thereto forward to the Wark Company weekly statements showing receipts and disbursements of all exhibitions of said photoplay, same to be mailed within a week after the preceding week's exhibition.

9. Basil Company agrees that it will not copy or duplicate said photoplay or any part thereof, or cause or permit the same to be copied or duplicated, and that it will not exhibit or exploit said photoplay or cause to permit the same to be exhibited or exploited in any other territory than the aforementioned territory, and that it will not exhibit or exploit any prints of said photoplay other than those hired hereunder within the said territory, and always exhibit said photoplay in a first-class manner and in the form of the story as presented by the print so leased as aforesaid, excepting, however, when otherwise ordered so to do by a duly authorized censor board, and that upon violation of this or any other provisions of this contract by the Basil Company, the lease of said photoplay shall terminate and expire, and the Wark Company shall be entitled to immediate possession of said photoplay and all copies and prints of the same, and shall have the right to recover the possession of the same, or any of them, with or without legal process wherever found, and the failure to exercise the right for any breach shall not be a waiver of the right

to exercise it for the same or any other breach at any time hereafter.

10. Basil Company further agrees that it will not exhibit, exploit or advertise or permit the exhibition, exploitation or advertisement of said photoplay as part of any program of photoplays.

11. Basil Company further agrees that within ten days after the execution of this agreement it will deliver to the Wark Company the bond of the National Surety Co., or some other surety company acceptable to the Wark Company, for the payment of Five thousand ($5,000) dollars, conditioned upon its performance of this agreement, which said bond shall be renewed or continued during the term of this agreement.

12. Neither this agreement nor any rights arising therefrom shall be assigned or transferred in whole or in part by the Basil Company without the consent in writing of the Wark Company.

13. No representations made by any representative or agent of the Wark Company, or any other person, shall be binding or be considered a part of any agreement between the Wark Company and the Basil Company, unless herein expressly contained, and no variation of this agreement shall be made except in writing, signed on the part of the Wark Company by its President, who it is agreed is the only person authorized to sign the same on behalf of the Wark Company.

14. Posters and advertising matters shall

at all times during the life of this agreement be sold by the Wark Company to the Basil Company at cost thereof to the Wark Company, but the Basil Company shall not be under any obligation at any time to purchase its posters and advertising matter from the Wark Company.

15. The loss of the use of any prints hired hereunder during any period shall not entitle the Basil Company to the return of the whole or any part of the gross rental paid hereunder, but in the event of the total or partial destruction or deterioration of any such print or in the event that the Basil Company desires additional prints of said photoplay, the Wark Company shall furnish the Basil Company with a duplicate print of the portions destroyed or damaged or the additional prints, but, subject however to all the terms, covenants, conditions and agreements herein contained, upon payment by the Basil Company to the Wark Company in advance of an additional gross rental figured at the rate of eight ($.08) cents per foot for each foot of film so furnished, and the Wark Company agrees that it will deliver to the Basil Company at its office in the City of New York such print or prints within five weeks from the date of the order thereof, conditioned upon delays caused by fire, strikes and accidents, or other causes beyond the Wark Company's control.

All additional prints shall be held by the Basil Company subject to all the terms, covenants, conditions and agreements herein contained as though

originally included herein specifically.

16. The Basil Company agrees that it will not, prior to June 1st 1917, permit the exhibition of said photoplay at any place except in first-class theatres, or in first-class vaudeville houses, and that it will not, prior to June 1st 1917, knowingly permit the exhibition thereof in cities in said territory having a population of 100,000 or more, according to the last census, unless an admission fee of One and 50/100 ($1.50) dollars is advertised and charged for at least twenty-five (25) of the best seats on the ground floor of the place of exhibition at all evening performances, and Basil Company further agrees that it will not knowingly permit the exhibition of said photoplay in places of less than 100,000 population in said territory, unless an admission fee of One ($1) dollar is advertised and charged for at least twenty-five (25) seats on the ground floor of the place of exhibition at all evening performances.

17. Basil Company further agrees that in no event will it permit a return engagement of said photoplay for lower prices in any of the cities or towns within said territory before June 1st 1917, and that at no time during the term of this contract will it charge less than a minimum admission of twenty-five (25¢) cents, and that in no instance will it knowingly permit the exhibition of said photoplay unless accompanied by an orchestra of at least as many pieces as it is customary to

employ in the theatre in which the said photoplay is presented.

18. Basil Company agrees to use its best efforts to have such orchestra accompany each performance of the said photoplay with the music of Breil's score for such accompaniment.

19. Wark Company agrees to supply copies of such score to Basil Company at cost thereof.

20. Basil Company further agrees that it will in no event permit the exhibition, presentation or projection of a defective print of said photoplay.

21. Upon the expiration of this agreement, either by limitation, expiration or cancellation, Basil Company agrees to return to the Wark Company all the prints of said motion picture photoplay received by it hereunder.

22. Wark Company agrees that in the event of any other person, firm or corporation exhibiting or attempting to exhibit said photoplay within the territory aforesaid in violation of the rights of the Basil Company the Wark Company will give the said Basil Company full power in the name of the Wark Company, but at Basil Company's own cost and expense, to take any proceedings at law or otherwise to stop or prevent said unlawful exhibition and including subrogation to all rights under any bond or contract of indemnity that the Wark Company may hold of said person, firm or corporation wrongfully exhibiting said photoplay in said territory.

23. Each party hereto will execute any further instruments necessary to carry this agreement into effect.

INWITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

WARK PRODUCING CORPORATION,

By Albert H. T. Banzhaf
President

THE BASIL CORPORATION

By Ray W. Stephenson
President

CITY, COUNTY AND)
STATE OF NEW YORK.) SS:

On the 12TH day of JANUARY in the year 1917, before me personally came ALBERT H. T. BANZHAF, to me known, who, being by me duly sworn, did depose and say, that he resides in the Borough of Brooklyn, City of New York; that he is the President of the Wark Producing Corporation, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Harry B. Shoole
NOTARY PUBLIC, KINGS COUNTY No. 134
CERTIFICATE FILED IN NEW YORK COUNTY No. 131
KINGS COUNTY REGISTER'S OFFICE No. 7088
MY COMMISSION WILL EXPIRE MARCH 30, 1917

CITY, COUNTY AND)
STATE OF NEW YORK.) SS:

On the 12TH. day of JANUARY in the year 1917, before me personally came RAY W. STEPHENSON, to me known, who, being by me duly sworn, did depose and say, that he resides in BOROUGH OF MANHATTAN, CITY OF NEW YORK ; that he is the President of THE BASIL CORPORATION, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Harry B. Shoole
NOTARY PUBLIC, KINGS COUNTY No. 134
CERTIFICATE FILED IN NEW YORK COUNTY No. 131
KINGS COUNTY REGISTER'S OFFICE No. 7088
MY COMMISSION WILL EXPIRE MARCH 30, 1917

(COPY)

ALBERT H. T. BANZHAF

2 Rector Street
New York

January 9th, 1916.

This is dated in error for 1/9/17 -eb

Mr. Ray W. Stephenson,
President, The Basil Corporation,
61 Broadway,
New York City.

Dear Sir:

Supplementing the Wark Producing Corporation contract with your company in reference to the lease of the motion picture exhibiting rights of the photoplay "Intolerance" in the territory of Canada, Newfoundland and Alaska, I beg to advise that in the event that the Wark Producing Corporation exhibits said photoplay in the United States, other than its territorial possession, to an audience where an admission fee of less than the minimum of twenty-five (25¢) cents is charged, or should any of its lessees, with the consent of the Wark Producing Corporation, so exhibit said picture, the Wark Producing Corporation will in such event permit your Corporation to do likewise in the territory leased to you.

Should the Wark Producing Corporation permit or consent to the regular exhibition of said photoplay by any of its lessees in conjunction with any other entertainment, it will grant your Corporation the same privileges.

Very truly yours,

WARK PRODUCING CORPORATION,

By (SGD) ALBERT H. T. BANZHAF
President.

AHTB/R

AGREEMENT made in duplicate this day of January, A. D. 1917.

B E T W E E N:

THE BASIL CORPORATION

OF THE FIRST PART

-and-

HARRY T. WOODS of the City of New York in the State of New York, one of the United States of America, Gentleman,

OF THE SECOND PART.

WHEREAS the party of the First Part is the owner of or has the rights for exhibition purposes of the Film known as "Intolerance" in the Dominion of Canada, Alaska and Newfoundland.

AND WHEREAS the party of the Second Part has agreed to buy the said rights for exhibition purposes only, for a period of one year for a consideration of the party of the First Part assuming the payments of the sums required to be paid by the BASIL CORPORATION to the WARK PRODUCING CORPORATION, in accordance with the contract between said corporations and the payment of One thousand ($1000.) Dollars monthly to the Party of the First Part after the aforesaid sums have been paid.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and the sum of one dollar, now paid by each of the parties hereto to the other of them respectively, the parties hereto for themselves, their and each of their heirs, executors and administrators, or assigns, DO HEREBY respectively covenant and agree with the other of them,

1. THAT for the period of one year commencing on the day of January, A.D. 1917, the party of the Second part or his assigns, shall have all the right for exhibition purposes in Canada, Alaska and Newfoundland, to the Film known as "Intolerance" and all the proceeds therefrom.

2. THAT the consideration above named be payable monthly in New York on the first days of each month, the first payment to be due on the 1st day of the month following the completion of the payment

D. W. GRIFFITH COLLECTION
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to THE WARK PRODUCING CORPORATION hereinafter mentioned.

3. THAT the party of the Second Part agrees to abide by all the limitations placed upon the rights of the BASIL CORPORATION to exhibit said film in the Dominion of Canada, Alaska and Newfoundland by the contract between THE BASIL CORPORATION AND THE WARK PRODUCING CORPORATION, and to make the payments provided for therein.

IN WITNESS WHEREOF the said parties have hereunto set their Corporate Seal and hand and seal respectively.

_____(L.S.)

_____(L.S.)

SIGNED SEALED AND DELIVERED)
In the presence of)
)
)
)
)
)
)

We hereby consent to the within assignment.

WARK PRODUCING CORPORATION,

By _____President.

STATE OF NEW YORK :
: SS.
COUNTY OF NEW YORK :

On the day of , in the year before me personally came RAY W. STEPHENSON, to me known who, being by me duly sworn, did depose and say that he resided in New York City; that he is the President of THE BASIL CORPORATION, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

_____

AGREEMENT made this day of January, 1917, by and between HARRY T. WOODS, party of the first part, and BASIL S. COURTNEY, party of the second part, WITNESSETH:

FIRST: The party of the first part hereby employs the party of the second part as his general manager for the Dominion of Canada, Alaska and Newfoundland, for the purpose of exhibiting the film known as "The Birth of a Nation" or "The Clansman," giving to said party of the second part, during the life of this contract, the entire management of the business of the party of the first part in said territory, in so far as it relates to said film.

SECOND: The party of the second part hereby agrees to give all his time, during business hours, to the business of the party of the first part, and to use his best efforts to further the business of the party of the first part.

THIRD: The party of the first part agrees, during the life of this contract, to pay to the party of the second part, bi-monthly, twenty-five per cent. (25%) of all profits of the party of the first part, derived from the exhibiting of the film "The Birth of a Nation" or "The Clansman" in the above mentioned territory, after deducting therefrom all necessary expenses of the company; the party of the first part however to have thirty (30) days after the expiration of each period of two (2) months in which to calculate and pay said profits. During the life of this contract, said party of the first part shall pay all railroad fares, hotel and other necessary expenses of the party of the second part while away from Toronto on the business of the party of the first part.

FOURTH: This contract shall be in full force and effect for the period of one year from the day of January, 1917; but said party of the second part shall have the option of renewing said contract for further successive periods of one year each, provided that said party of the first part shall continue to exhibit the film known as "The Birth of a Nation" or "The Clansman" in the

above mentioned territory. Said party of the second part to give to the party of the first part notice in writing on the 15th day of June of any year of his desire to exercise this option.

FIFTH: In the event that the party of the second part shall be compelled to enlist in the Army of the Dominion of Canada, or any other of the British forces, this contract shall immediately cease and terminate upon such enlistment, and the party of the first part agrees to pay to him the sum of one thousand dollars ($1000) in addition to any amount that may be then due underthis contract.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

_____(L.S)

_____(L.S.)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

No. 4811

United States of America

DEPARTMENT OF STATE

all to whom these presents shall come, Greeting:

certify that the document hereunto annexed is under the Seal of the Librarian of Congress, Copyright Office and that such Seal is entitled to full faith and

In testimony whereof, I Robert Lansing Secretary of State, have hereunto caused the Seal of the Department of State to be affixed and my name subscribed by the Chief Clerk of the said Department, at the City of Washington, this Sixteenth day of August, 1919

Robert Lansing
Secretary of State.

By Ben G. Davis
Chief Clerk.

*FOR THE CONTENTS OF THE ANNEXED DOCUMENT THE DEPARTMENT ASSUMES NO RESPONSIBILITY.

L 1

Copyright Office of the United States of America

Library of Congress
Washington, D. C.

CERTIFICATE OF COPYRIGHT REGISTRATION

This is to Certify, In conformity with section 55 of the Act to Amend and Consolidate the Acts respecting Copyright approved March 4, 1909, as amended by the Copyright Acts of August 24, 1912, and March 2, 1913, that two complete copies of the MOTION-PICTURE PHOTOPLAY reproduced in copies for sale named herein have been deposited in this Office under the provisions of the said Acts, and that registration of a claim to copyright for the first term of twenty-eight years from the date of publication of said motion-picture photoplay has been duly made in the name of David Wark Griffith, claimant of copyright, whose address is 4500 Sunset Boulevard, Los Angeles, Cal.; the title of the motion-picture photoplay registered is Intolerance. Love's Struggle throughout the Ages. In a prologue and 2 acts. Photoplay in 13 parts by David Wark Griffith. (13 Reels); the author is a citizen of United States; the date of publication is September 5, 1916; two copies each were received January 10, 1917; the description was received January 8, 1917, and registration has been made as Class L, XXc., No. 9934.

[SEAL]

Thorvald Solberg,

Register of Copyrights.

Work

Roy Gilder
1346 Monroe St., N. W.,
Washington, D. C.

January 11, 1917.

Dear Mr. Banzhaf:

In reply to your letter of January 10, addressed to me at the Copyright Office:

The INTOLERANCE films were received yesterday morning and in the afternoon of the same day they were shipped to Mr. Griffith's New York address by express collect, as requested by you. I believe all previous records for speed in returning films were smashed. Entry was duly made under Class L-9934 and the certificate of registration was mailed to you this day.

Regarding your question as to the year date in the copyright notice let me remind you that copyright is secured in a published work by its publication with the notice inscribed thereon. The notice in this case should therefore read: "Copyright 1916, by D. W. Griffith;" for it is now a matter of record in the Copyright Office that the work was published on September 5, 1916. The claim was not filed until 1917 but that should not change the notice.

When the proposed assignment is executed you should send it to the Copyright Office for recording. The fee is $1. up to three hundred words and $1. additional for any amount of words over three hundred up to one thousand. An additional 10 cents will pay for indexing the transfer of proprietorship so that the assignee's name will appear in the indices as the holder of the copyright. Section 46 of the copyright law says: "That when an assignment of the copyright in a specified book or other work has been recorded the assignee may substitute his name for that of assignor in the statutory notice of copyright prescribed by this Act." It does not say that he must do so, but if he chooses to do this, the year date in the notice should remain the same as in the original notice.

I hope I have made the matter clear to you, but if there is anything else I can do you may call on me. I hope to see you again, and if I am ever fortunate enough to take a trip to New York you may look for me to drop in on you.

Sincerely,

Roy Gilder.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

RETURN AFTER 5 DAYS TO
LIBRARY OF CONGRESS
COPYRIGHT OFFICE
WASHINGTON, D. C.

OFFICIAL BUSINESS

Penalty for Private Use, $300

WASHINGTON D.C. JAN 12 5-PM 1917

3 c

M Albert R. T. Baughof.
2 Rector St
New York. N.Y.

David Wark Griffith, 500 Sunset Blvd., Los Angeles, Cal. Title of motion-picture photoplay: Intolerance. Love's Struggle Throughout the Ages.
Photoplay by David Wark Griffith, of the United States. In 13 Reels - Reels 1-13

Date of publication Sept. 5, 1916. 2 Copies each received Jan. 10, 1917.

Entry: Class L, XXc., No. 9934

[SEAL]

Thorvald Solberg
Register of Copyrights.

A

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA
Library of Congress—Washington

Dear Sir:

Yours of Jan 8 *inclosing* $ 1.00 *for copyright fees has been duly received at this office. The copyright business which you require will be given prompt attention. This card is merely an acknowledgment of the remittance.*

If any correspondence is necessary, please refer to this remittance as No. 267

Respectfully,

THORVALD SOLBERG,
Register of Copyrights

Remittance Acknowledgment A.

L[1]

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA
Library of Congress—Washington

CERTIFICATE OF COPYRIGHT REGISTRATION

This is to certify, in conformity with section 55 of the Act to Amend and Consolidate the Acts respecting Copyright approved March 4, 1909, as amended by the Copyright Act of August 24, 1912, that TWO complete copies of the MOTION-PICTURE PHOTOPLAY *reproduced in copies for sale*, named herein have been deposited in this Office under the provisions of the said Acts, and that registration of a claim to copyright for the first term of 28 years from the date of publication of said motion-picture photoplay has been duly made in the name of

[OVER]

- - - - - - - - - - - - - - - - - - -

DAVID WARK GRIFFITH.

-To-

WARK PRODUCING CORPORATION

- -

A S S I G N M E N T

- -

Dated,

W H E R E A S, DAVID WARK GRIFFITH, of the City of Los Angeles, State of California, is the owner of the copyright of a certain motion picture photoplay known as "Intolerance, a Sun-Play of the Ages" in a prologue and two parts, said copyright being for a term of twenty-eight years, having been filed in the Copyright Office of the United States of America, in the Library of Congress, Washington, District of Columbia, on the 24th day of June 1914, registration having been made as of Class L, XXc., No. 8570; and

W H E R E A S, said David Wark Griffith is also the owner of the copyright of a certain motion picture photoplay known as "Intolerance Love's Struggle Throughout the Ages" in a prologue and two parts, said copyright being for a term of twenty-eight years, having been filed in the Copyright Office of the United States of America, in the Library of Congress, Washington, District of Columbia, on the 10th day of January 1917, registration having been made as of Class L, XXc., No. 9934; and

WHEREAS, the WARK PRODUCING CORPORATION, a corporation duly organized under the laws of the State of New York, is desirous of acquiring the entire right, title and interest in and to said copyrights, and all of such rights thereunder;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, Be it known that in consideration of the sum of One ($1) dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said

A

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA

Library of Congress—Washington

The Act of March 4, 1909, sec. 44, provides: "T[illegible] every assignment of copyright shall be recorded in [illegible] Copyright Office within THREE CALENDAR MO[illegible] after its execution in the United States or wi[illegible] calendar months after its execution without [illegible] of the United States, in default of which [illegible] void as against any subsequent purchaser o[illegible] for a valuable consideration, without [illegible] assignment has been duly recorded."

The foregoing assignment of copyright, dated January 12, 1917, *and* [illegible]*ived for record in the Copyright Office on* January 31, 1918, *has been recorded* [illegible]*pyright Office, book* 67, *pages* 208-209, *in conformity with the laws of* [illegible] *States respecting copyrights.*

In Witness Whereof, *the seal of this Office has been hereto affixed this* [illegible] *day of* February, 1918.

[SEAL]

Thorvald Solberg

Register of Copyrights

David Wark Griffith has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto Wark Producing Corporation, its successors and assigns, his entire right, title and interest in and to the copyright of the motion picture photoplay known as "Intolerance, a Sun-Play of the Ages", and "Intolerance Love's Struggle Throughout the Ages", as above set forth, the said entire right, title and interest to be held and enjoyed by said Wark Producing Corporation, its successors and assigns, for its and their own use and behoof, to the full end of the term for which said copyright has been granted, as fully and entirely as the same would have been held and enjoyed by the said David Wark Griffith had this assignment and sale not been made.

IN WITNESS WHEREOF, the said David Wark Griffith has hereunto set his hand and affixed his seal this 12th day of January, one thousand nine hundred and seventeen.

W I T N E S S: D. W. Griffith (L.S.)

Albert H. Barnhart

CITY, COUNTY AND STATE OF NEW YORK. : ss.:

On this 12th day of January, in the year 1917, before me personally appeared DAVID WARK GRIFFITH, to me known and known to me to be the individual described in and who executed the foregoing Assignment, and he duly acknowledged to me that he executed the same.

Albert H. Barnhart

COMMISSIONER OF DEEDS
FOR THE CITY OF NEW YORK
RESIDING IN KINGS COUNTY
COUNTY CLERK'S No. 191
REGISTER'S No. 7013
CERTIFICATE FILED IN N. Y. COUNTY
COUNTY CLERK'S No. 1097
REGISTER'S No. 17032

January 17th 1917

Mr. Charles V. Duffy,
Collector, Internal Revenue,
Newark, N. J.

Sir:

I enclose herewith income tax statement of the D.W.G. Corporation, duly verified by the officers thereof.

Respectfully,

P.S.--Kindly send the bill for this tax to the Corporation in my care at the above address.

R
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LIBRARY OF CONGRESS
COPYRIGHT OFFICE
WASHINGTON

IN REPLY QUOTE FILE
NO. AND ADDRESS
ALL COMMUNICATIONS
"REGISTER OF COPYRIGHTS"

Roy [illegible], 1346 Monroe St., N. W.

January 25, 1917.

My dear M[illegible]anzhaf:

I thank you for your [illegible] January 24, inclosing passes to THE BIRTH OF A NATION. Yes indeed[illegible] shall see it again, and moreover, I'm going to take a bunch of my Yankee friends along with me. Its the greatest picture in the world.

Whenever I can help you just let me know.

Sincerely,

Roy Pilder.

M. 3-1

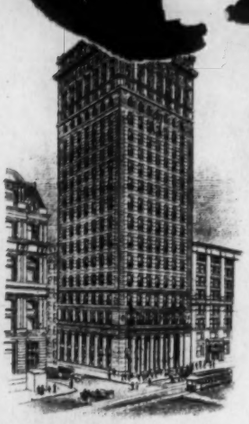
State of New York,
County of New York. } ss.:

On this day of FEB 10 1917, 191 ,

before me personally appeared E. D. Sadler, Resident Vice President of the AMERICAN SURETY COMPANY OF NEW YORK, to me known, who, being by me duly sworn, did depose and say: that he resides in The City of New York, N. Y.; that he is the Resident Vice President of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and which executed the above instrument; that he knows the corporate seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said Corporation, and that he signed his name thereto by like order; and that the liabilities of said Corporation do not exceed its assets as ascertained in the manner provided by law. And the said E. D. Sadler further said that he is acquainted with Louis Papen and knows him to be one of the Resident Assistant Secretaries of said Corporation; that the signature of said Louis Papen subscribed to the said instrument is in the genuine handwriting of the said Louis Papen and was thereto subscribed by the like order of the said Board of Trustees, and in the presence of him the said E. D. Sadler Resident Vice President.

NOTARY PUBLIC, KINGS COUNTY
CTF. FILED IN N. Y. CO., N. Y. CO. No. 84,
KINGS CO. No. 19, KINGS CO. REG. No. 8021
N. Y. CO. REG. No. 2089
CERTIFICATES FILED IN ALL COUNTIES.
TERM EXPIRES MARCH 30TH, 1918.

170-a



COMPANY'S OFFICE BUILDING
100 BROADWAY NEW YORK.

American Surety Company
OF NEW YORK.

CAPITAL $5,000,000.

WHEREAS, THE BASIL CORPORATION, as Principal and AMERICAN SURETY COMPANY OF NEW YORK, as Surety, heretofore executed a certain bond dated September 29, 1915, in the sum of FIFTEEN THOUSAND DOLLARS ($15,000.00), conditioned for the indemnification of the EPOCH PRODUCTING CORPORATION, Obligee, against loss or damage arising or accruing by reason of the failure of the Principal to faithfully comply with all the terms and conditions of a certain agreement dated September 9th, 1915, between said Principal and Obligee; and

WHEREAS, all the rights and interest of said Principal in and to said contract have been assigned to HARRY T. WOODS, of the City of New York, N.Y., and all the obligations of the Principal have been assumed by said HARRY T. WOODS for a period of one year;

NOW, THEREFORE, the AMERICAN SURETY COMPANY OF NEW YORK hereby stipulates and agrees that the said assignment of the interests of said contract to HARRY T. WOODS and the substitution of said HARRY T. WOODS as Principal on said bond in the place of said THE BASIL CORPORATION shall not release it from liability under said bond, and that its obligations under said bond shall apply to the acts or omissions of said HARRY T. WOODS from the date of said assignment, and

FURTHER that the said HARRY T. WOODS as substituted Principal, and American Surety Company of New York, as Surety hereby stipulate that said bond shall be continued in full force and effect subject to the terms and conditions thereof and of this instrument, for a period of one year from the 29th day of September, 1916, and that the second express condition thereof shall be amended to read;

> "That no claim, suit or action by reason of any default shall be brought against the Surety after the 29th day of March, 1918, nor shall recovery be had for damages accruing after the 29th day of September 1917; that service of writ or process commencing any such suit or action shall be made on or before the 29th day of March, 1918; that the Principal shall be made a party to any such suit or action, and be served with process commencing the same if the Principal can with reasonable diligence be found; that no judgment shall be rendered against the Surety in excess of the penalty of this instrument."

SIGNED and SEALED this 25th day of January, 1917.

THE BASIL CORPORATION
BY:-

AMERICAN SURETY COMPANY OF NEW YORK
BY:-

ATTEST:

Louis Papen
Resident Assistant Secy.

E. D. Sadler
Resident Vice President

We hereby request the AMERICAN SURETY COMPANY OF NEW YORK, to execute the foregoing instrument, hereby jointly and severally stipulating and agreeing that all of our obligations under our agreement by us executed on or about the 17th day of September, 1915, to indemnify said Company and pay premium, etc. shall remain in full force and effect, notwithstanding the signature of any one or more indemnitors may be omitted herefrom, even though they thereby be released.

SIGNED and SEALED this 25th day of January, 1917.

THE BASIL CORPORATION

BY:-

_____

UNITED STATES INTERNAL REVENUE.
Form 707.
Ed. 250,000—F. C., Oct. 26-16.

(Collector's stamp.)

CAPITAL STOCK TAX.

RETURN FOR SPECIAL EXCISE TAX ON CORPORATIONS ORGANIZED IN THE UNITED STATES.

(Sec. 407, Title IV, Act of Sept. 8, 1916.)

To be filled in by Collector .....

Collection District .....

Assessment List 23C ....., 191

Page ..... *Line* .....

READ INSTRUCTIONS ON BACK.

RETURN OF FAIR VALUE OF STOCK FOR THE FISCAL YEAR ENDED JUNE 30, 1916, BY

Mark Producing Corporation
(Name of corporation, joint-stock company, or association.)

Exhibiting Motion Picture Photo Play.
(Kind of business.)

Located at 1476 Broadway (Street and number.) New York City (City or town.) N. Y. (State.)

The address must be that of the principal place of business of the corporation.
If no figures are to be extended opposite any item in the return, the word "None" should be inserted.

CORPORATIONS, JOINT-STOCK COMPANIES OR ASSOCIATIONS, OR INSURANCE COMPANIES, ORGANIZED FOR PROFIT IN THE UNITED STATES.

1. Total number of shares of stock now outstanding 1500
2. Par value of shares ..... $ No Par Value
3. Par value of total capital stock now outstanding ..... $ No Par Value
4. Amount of surplus ..... $ None
5. Amount of undivided profits ..... $ None
6. Average fair value per share of stock computed as follows (see Par. 10 of Instructions or Art. 6 of Regulations):

CASE I.—Average market value per share of stock listed on ..... Exchange during preceding fiscal year, computed as follows:

Highest price quoted—

July	, 191	$
Aug.	, 191	$
Sept.	, 191	$
Oct.	, 191	$
Nov.	, 191	$
Dec.	, 191	$
Jan.	, 191	$
Feb.	, 191	$
Mar.	, 191	$
Apr.	, 191	$
May	, 191	$
June	, 191	$
Average		$

None

CASE II.—Stock not listed on any exchange. Average market value per share computed from sales made during preceding fiscal year:

Highest sale price—

July	, 191	$
Aug.	, 191	$
Sept.	, 1916	$ 25.00
Oct.	, 191	$
Nov.	, 191	$
Dec.	, 191	$
Jan.	, 191	$
Feb.	, 191	$
Mar.	, 191	$
Apr.	, 191	$
May	, 191	$
June	, 191	$
Average		$

CASE III.—Information upon which corporation may estimate, subject to approval of Collector and Commissioner, the fair value of stock that is not listed on any exchange and of which no sales have been made during preceding fiscal year, July 1, 191..., to June 30, 191..., or if sales have been made and price is unknown:

Surplus, if any ..... $
Undivided profits, if any ..... $
Nature of business .....

None

Estimated earning capacity ..... %
Average dividends per share paid during preceding 5 years ..... $
Average profits per share earned during preceding 5 years (see Par. 11 of Instructions) ..... $
Estimated fair value per share ..... $

7. Total number of shares of stock outstanding on June 30, 1916, ... 1500
8. Fair value of total capital stock for preceding fiscal year ended June 30, 1916 (Nos. 6 [redacted] multiplied by No. 7) ..... $ 37,500.00
9. Deduction allowed by law $99,000.00
10. Difference, amount of fair value of stock over $99,000.00 upon which tax should be computed ..... $ None
11. Tax at rate of 50 cents per year for each full $1,000.00 (see Par. 13 of Instructions) ..... $
12. Amount of munitions tax, if any, paid under Title III of this act since making the last previous return ..... $
13. Difference, amount of tax due ..... $ None

We, Albert H. T. Baughaf, President, and Alfred C. Roth, Treasurer of the above-named company, whose return for special excise tax is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in any additional list or lists attached to or accompanying this return are, to his best knowledge and belief and from such information as he has been able to obtain, true and correct in each and every particular.

Sworn to and subscribed before me this 30 day of January, 1917

Belle Cohen
Notary Public
(Official capacity.)

{ SEAL OF OFFICER TAKING AFFIDAVIT. }

Albert H. T. Baughaf
President.

Alfred C. Roth
Treasurer.

62—2753

MUSEUM OF MODERN ART FILM LIBRARY

GENERAL INSTRUCTIONS.

1. Time of filing returns.—The capital stock tax, which becomes effective January 1, 1917, will be payable in January, 1917, on returns to be made during that month for the six months ending June 30, 1917. In July, 1917, and annually thereafter, returns must again be made and the tax paid for the ensuing fiscal year.

2. Corporations required to make returns.—Every corporation, joint-stock company or association, or insurance company, organized in the United States for profit and having a capital stock issued and outstanding represented by shares of the market value of $75,000 or over, and not exempt as indicated in paragraph 7 below, shall make a return on this form, irrespective of the par value of its capital stock, unless such corporation or association was not engaged in business during the preceding taxable year, which for the return due January 1, 1917, shall be the fiscal year July 1, 1915, to June 30, 1916.

3. Collector may make return.—If any corporation or association fails to make and file a return within the time prescribed by law, or makes a false or fraudulent return, the collector or his deputy is authorized to make the return from his own knowledge and from such information as he can obtain through testimony or otherwise. Such return when subscribed by the collector or his deputy shall be prima facie good and sufficient for all legal purposes.

4. Extension of time.—If failure to file a return is due to sickness or absence of an officer required to sign the return, the collector may allow an extension of thirty days for making and filing the return, provided an application in writing is made prior to the expiration of the period for which extension may be granted.

5. Signatures and verification.—Returns must be signed and verified by two officers of the corporation, that is, by the president, vice president, or other principal officer, and the treasurer, or other financial officer, and must be sworn to before an officer authorized to administer oaths, and the seal of the attesting officer, if he is required to have a seal, must be impressed on the return in the space provided for that purpose.

6. Subsidiary companies.—Subsidiary companies shall make separate and distinct returns.

7. Corporations liable to tax.—Every corporation, joint-stock company or association, or insurance company, now or hereafter organized in the United States for profit and having a capital stock represented by shares, shall be liable to the special excise tax of 50 cents for each $1,000 of the fair value of the capital stock in excess of $99,000, except the following companies and associations that are specifically exempt:

First. Labor, agricultural, or horticultural organization;

Second. Mutual savings bank not having a capital stock represented by shares;

Third. Fraternal beneficiary society, order, or association, operaing under the lodge system or for the exclusive benefit of the members of a fraternity itself operating under the lodge system, and providing for the payment of life, sick, accident, or other benefits to the members of such society, order, or association or their dependents;

Fourth. Domestic building and loan association and cooperative banks without capital stock organized and operated for mutual purposes and without profit;

Fifth. Cemetery company owned and operated exclusively for the benefit of its members;

Sixth. Corporation or association organized and operated exclusively for religious, charitable, scientific, or educational purposes, no part of the net income of which inures to the benefit of any private stockholder or individual;

Seventh. Business league, chamber of commerce, or board of trade, not organized for profit and no part of the net income of which inures to the benefit of any private stockholder or individual;

Eighth. Civic league or organization not organized for profit but operated exclusively for the promotion of social welfare;

Ninth. Club organized and operated exclusively for pleasure, recreation, and other nonprofitable purposes, no part of the net income of which inures to the benefit of any private stockholder or member;

Tenth. Farmers' or other mutual hail, cyclone, or fire insurance company, mutual ditch or irrigation company, mutual or cooperative telephone company, or like organization of a purely local character, the income of which consists solely of assessments, dues, and fees collected from members for the sole purpose of meeting its expenses;

Eleventh. Farmers', fruit growers', or like association, organized and operated as a sales agent for the purpose of marketing the products of its members and turning back to them the proceeds of sales, less the necessary selling expenses, on the basis of the quantity of produce furnished by them;

Twelfth. Corporation or association organized for the exclusive purpose of holding title to property, collecting income therefrom, and turning over the entire amount thereof, less expenses, to an organization which itself is exempt from the tax imposed by this title; or

Thirteenth. Federal land banks and national farm-loan associations as provided in section twenty-six of the Act approved July seventeenth, nineteen hundred and sixteen, entitled "An Act to provide capital for agricultural development, to create standard forms of investment based upon farm mortgages, to equalize rates of interest upon farm loans, to furnish a market for United States bonds, to create Government depositaries and financial agents for the United States, and for other purposes."

8. Mutual insurance companies.—Mutual insurance companies and other associations not having capital stock represented by shares are also exempt from tax, in the absence of a basis for the computation of the tax.

9. New corporations.—This tax shall not be imposed upon any corporation, joint-stock company or association, or insurance company not engaged in business during the preceding taxable year, or in case of the taxable period ending June 30, 1917, not so engaged during the year July 1, 1915, to June 30, 1916.

10. Computation of tax.—The capital stock tax is imposed on the fair average value for the preceding year, and not the face or par value of the capital stock. The fair value of the capital stock shall be ascertained:

First. As in Case I, if the stock is listed on any exchange;

Second. As in Case II, if the stock is not listed on any exchange, but sales thereof have been actually made and the price paid for the stock is known to the officer making the return or can be discovered by him; and

Third. As in Case III, if the stock is not listed on any exchange and no actual sales have been made during the preceding fiscal year, or if the price at which sales have been made is not known to or can not be ascertained by the officer making the return.

11. Net profits.—In Case III the net income as shown by the corporation's income tax returns may be generally accepted as showing the net profits earned by the corporation.

12. Amount upon which to compute tax.—The fair value per share ascertained or estimated in one of the three cases named, multiplied by the number of shares outstanding, will give the fair value of the stock for taxation purposes. From this total will be deducted the sum of $99,000, the exemption allowed by law, and the tax will be laid upon the balance at the rate of 50 cents for each full $1,000 of the remainder.

13. Tax due January, 1917.—Upon the returns to be made during January, 1917, for the six months ending June 30, 1917, the tax due will be 25 cents per $1,000 of such remainder.

14. Deduction of munitions tax.—As the special excise tax on capital stock is due in January, 1917, and the munitions tax will not be determined or assessed until March or April, no deductions for munitions tax will be allowed on the January, 1917, return. Deductions, however, will be allowed on the July, 1917, return for munitions taxes actually paid prior to that date.

15. Penalties.—Corporations refusing or neglecting to file returns within the time prescribed by law or rendering false or fraudulent returns, shall be liable to a penalty of not more than $500 and an additional tax of 50 per cent in case of neglect to file the return within the time prescribed by law, and 100 per cent in the case of a false or fraudulent return, shall be added to the assessment.

c2—2753

Excess - Capital Stock Tax

A

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA

Library of Congress—Washington

Dear Sir:

Yours of Jan. 30, 1917 *inclosing* $2.10 *for copyright fees has been duly received at this office. The copyright business which you require will be given prompt attention. This card is merely an acknowledgment of the remittance.*

If any correspondence is necessary, please refer to this remittance as No. 4084 JAN 31 1917

Respectfully,

THORVALD SOLBERG,
Register of Copyrights

Remittance Acknowledgment A

RETURN AFTER 5 DAYS TO
LIBRARY OF CONGRESS
COPYRIGHT OFFICE
WASHINGTON, D. C.

OFFICIAL BUSINESS

Penalty for Private Use, $300

Mr. A. H. T. Barzhaf,
2 - Rector St.,
New York. N. Y.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York, January 31st 1917.

D.W.Griffith (Assigned D.W.G.Corporation)

In Account with

Epoch Producing Corporation

Net Earnings for January,1917, as per treasurer's report,		$47,076.34
D.W.Griffith's share, 37¼%		$17,653.62
Assigned to D.W.G.Corporation,60%	$10,592.17	
" " R.E.Aitken,and reassigned, 40%,	$7,061.45	

Def. Feb. 5-17

OK, A.B.

TREASURER'S REPORT FOR JANUARY 1917.

EPOCH PRODUCING CORPORATION.

Income "A" Co.	13,772.98	
B	19,868.09	
C	16,986.40	
D	19,425.35	
E	16,582.38	
F	18,852.39	
Eng. Co.#1	2,404.93	
" " #1 office expense	380.64	
" " #2	5,994.76	
" " #2 office expense	476.34	
" " #3	2,503.48	
" " #3 office expense	285.48	$117,533.22
Rights: Western		2,602.65
Production Supplies		1,750.32
W.E.Burlock,Mgr. Eng. Cos.		3,555.57
		$125,441.76

Expense, General:	15,135.75		
Co. "A"	7,363.26		
B	8,895.55		
C	7,670.88		
D	9,408.40		
E	9,506.24		
F	8,687.19		
Eng. Co.#1	5,070.24		
" " #2	2,995.50		
" " #3	1,634.65	76,367.66	
W.H.Clune Film Co.		1,997.76	
		78,365.42	78,365.42
Net Earnings for Jany.			$47,076.34

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Seats Now On Sale at the Duval

For Next Week's Engagement of D. W. Griffith's

Reduced Prices

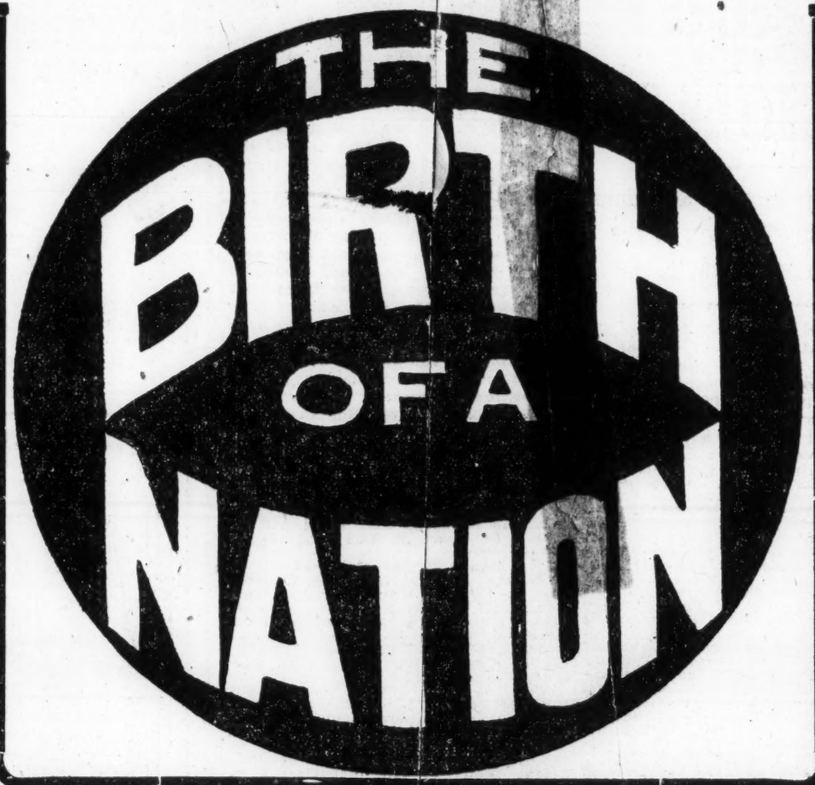
Nights

Lower Floor	$1.00, $1.50
Balcony	50c, 75c, $1.00
Gallery	25c

Matinees

Lower Floor	75c, $1.00
Balcony	50c, $1.00
Gallery	25c

IF it is not possible for you to purchase tickets at the box-office on account of the delay of waiting in line, send a mail order with remittance and stamped return envelope. Tickets will be returned promptly.



19,000 Theatre-goers were in attendance at the return engagement of "The Birth of a Nation" in Charleston and Savannah last week.

Positively Your Last Chance to See the Wonderful Spectacle

Special Tickets, at Reduced Admission, Will Be Issued to Public School Children for the Tuesday and Wednesday Matinees. Visiting Screen Stars Will Be in Attendance Sunday Afternoon.

D E E D

The undersigned, D. W. GRIFFITH, of the County of Los Angeles, State of California, for and in consideration of the sum of ONE DOLLAR ($1.00) to him in hand paid by the BOARD OF PUBLIC SERVICE COMMISSIONERS OF THE CITY OF LOS ANGELES, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto THE CITY OF LOS ANGELES, a municipal corporation of the State of California, the permanent easement and right of way to construct, reconstruct, maintain, operate, repair, renew and enlarge, a line of pipe, or lines of pipes, for the conveyance of water in, over and across all that certain property situate in said County and State and described as follows:

A strip of land 10 feet in width, being all that portion of the Maclay Rancho as shown in Misc. Records 37, pages 5 to 16 inclusive, Records of Los Angeles County, lying within 5 feet on each side of a center line described as follows, to wit:-

> Beginning at a point on the southeasterly line of Arroyo Avenue, as shown upon said map of Maclay Rancho, distant westerly 12 feet from and measured at right angles to the easterly boundary line of said Maclay Rancho; thence South 2° 59' 10" east, a distance of 1608.02 feet; thence South 19° 5' 30" East, a distance of 129,19 feet, more or less to an intersection with the northwesterly line of Vaughn Avenue, as shown upon said map of Maclay Rancho, the side line of said strip being lengthened and shortened respectively so as to commence and terminate in the boundary lines intersected by said center line .

Together with all necessary and convenient means of ingress and egress to and from said right of way or strip or parcel of land for the purpose of constructing,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

maintaining, operating, repairing, renewing or enlarging in any manner, any or all fixtures thereon or for any or all purposes hereinbefore mentioned.

TO HAVE AND TO HOLD the above granted and described premises unto the CITY OF LOS ANGELES, its successors and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of February, 1917.

D. W. GRIFFITH (L.S.)

Description Correct:
J.E.Phillips

Feb. 10 1917

RETURN AFTER 5 DAYS TO
LIBRARY OF CONGRESS
COPYRIGHT OFFICE
WASHINGTON, D. C.

OFFICIAL BUSINESS

Penalty for Private Use, $300

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr. Albert H. T. Banzhaf,
2 Rector St.,
New York. N. Y.

A

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA

Library of Congress—Washington

Dear Sir:

Yours of Feb. 13, 1917 *inclosing* $.10 *for copyright fees has been duly received at this office. The copyright business which you require will be given prompt attention. This card is merely an acknowledgment of the remittance.*

If any correspondence is necessary, please refer to this remittance as No. 5858 FEB 14 1917

Respectfully,

THORVALD SOLBERG,
Register of Copyrights

Remittance Acknowledgment A

RENTING A SPECIALTY

HOME PHONE CITY 2281

JOHN RIEHL

REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET

SECOND FLOOR

Ranch

LOUISVILLE, KY. Feb. 15,1917.

Mr. Albert T. Banzhof,
2 Rector Street,
New York City, N. Y.

Dear Sir:-

Yours of the 13th at hand in reference to the property at 2918 Portland Avenue, Louisville, KY.

Herein you will find a deed, which you will please forward to Mr. Albert Griffiths in Australia and have him sign same and return at the earliest possible date. By the time he receives said deed, I think he will have been granted his divorce, as the case is now on the docket for trial.

The purchasers of said property have taken possession, but as they wish to do a good deal of necessary repairing, they would like to get this matter straightened up at the earliest possible date, as they do not want to put any expenses on said property until they have same deeded to them.

Hoping to hear from you at your earliest convenience, I remain,

Yours very respectfully,

JR-EHG

John Riehl

Ranch

Kentucky Title Company,

Louisville, Ky.

Gentlemen:

Please pay to Ruth Houghton the proceeds of sale of property in the City of Louisville, Kentucky:-

FRONTING -

24 5/12 X 150 feet on the South side of Portland Avenue, beginning 299 1/4 feet West of the East line of Five Acre Lot No. 21,

being sold to Louis R. DAVIS and Dellay Davis, his wife.

Motion Picture Company

~~1457 Broadway~~
Room 911-Longacre Bldg.,
New York. 2/15/17.

Wark Producing Corporation,
Longacre Bldg.,
New York City.

Los Angeles	charges	AUGUST	1916	1195.93
"	"	SEPTEMBER	"	3015.00
"	"	OCTOBER	"	233.26
"	"	NOVEMBER	"	1705.83
"	"	DECEMBER	"	935.24
"	"	JANUARY	1917	1417.09
			TOTAL	$ 8502.35

CHARGES ATTACHED.

"MOTHER & THE LAW"

August 1915	Photographs Advertising Pictures			16.00	
October "	"	"	"	27.30	
November "	"	"	"	69.70	
December "	"	"	"	131.10	
January1916	"	"	"	3.30	
February "	"	"	"	10.70	
March "	"	"	"	2.10	
April "	"	"	"	15.00	
June "	"	"	"	2.60	
July "	"	"	"	4.20	
August "	"	"	"	231.10	
				513.10	
	Paid 8/26/16	100.00			
	" 9/2/16	100.00			
	" 9/9/16	100.00		300.00	213.10
August 1916	Printing & Developing (Regular				
	10183 ft. Positive	Prints)			
	52000 " "				
	62183 " @ 1¢			621.83	
	Paid 9/2/16	100.00			
	" 9/9/16	100.00		200.00	421.83
August 1916	Perforating 4400 ft.Negative				
		(sample prints)			
	" 220000 Ft.Positive				
		(regular prints)			
	224400 Ft. @ ~~1¢~~ ¼¢				561.00
Septembet 1916	Printing & Developing 120000' @ 1¢				
	of Positive Stock for Commercial Prints				1200.00
Septembet 1916	2000 feet Unperforated Negative			60.00	
	Perforating above @ ¼¢			5.00	65.00
September 1916	Printing & Developing 100,000 feet				
	Positive for Commercial Prints @ 1¢				1000.00
September 1916	Perforating 300,000 ft. Positive				
	for Regular Prints @ ¼¢				750.00
October 1916	Printing & Developing 23,326 feet				
	Positive for Commercial Prints @ 1¢				233.26
November 1916	2800 feet Unperforated Negative			84.00	
	Perforating above for Regular			7.00	91.00
November 1916	400 feet Unperforated Negative			12.00	
	Perforating above for regular			1.00	13.00
November 1916	400 feet Unperforated Negative			12.00	
	Perforating above for regular			1.00	13.00
November 1916	Printing & Developing 158,883 feet				
	Positive for commercial prints				1588.83
				FORWARD	$ 6150.02

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"MOTHER & THE LAW"

	Amount brought forward	6150.02
December 1916	Printing & Developing 93,524 feet of Positive Stock for commerical prints	935.24
January 1917	Printing & Developing 100,974 ft. of Positive for commerical prints	1009.74
January 1917	Perforating 162,939 feet Positive for regular prints @ $\frac{1}{4}$¢	407.35
	TOTAL	8502.35

TO BE FILLED IN BY INTERNAL REVENUE BUREAU.

Audited by .....

Form 1031.
(Revised October, 1916.)

INCOME TAX.

THE PENALTY

FOR FAILURE TO HAVE THIS RETURN IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE WITHIN THE TIME REQUIRED BY LAW IS NOT MORE THAN $10,000 AND THE ASSESSMENT IS INCREASED FIFTY PER CENT.

RETURN OF ANNUAL NET INCOME.

(Title I, Parts II and III, of the Act of September 8, 1916.)

CORPORATIONS.

(OTHER THAN INSURANCE COMPANIES.)

TO BE FILLED IN BY COLLECTOR.

Collection District .....

Assessment List 23-A ....., *191*
(Month.)

Page ..... *Line* .....

IMPORTANT.

Read this form and all instructions carefully and fill in supplementary statement before making entries in return proper. Totals in supplementary statement must agree with totals in return.

Above space to be stamped by Collector, showing district and date filed.

RETURN OF NET INCOME for the { Calendar / *Fiscal } year ended Dec. 31, 1916

by D W G. Corporation, Holding Corporation
(Name of corporation, joint-stock company, or association.) (Kind of business.)

and located at 15 Exchange Place, Jersey City, New Jersey
(Street and number.) (City or town.) (State.)

(The address given must be that of the principal place of business of the corporation.)

If no figures are to be extended opposite any item in the return, the word "None" should be inserted.

1. Total amount of paid-up capital stock outstanding at the close of the year, or if no capital stock, the capital, other than interest-bearing indebtedness, employed in the business at the close of the year	$ 205/100	—
2. Total amount of bonded and other interest-bearing indebtedness outstanding at close of year, exclusive of indebtedness wholly secured by collateral, the subject of sale or hypothecation in ordinary business of the corporation	$ None	

3. GROSS INCOME:	Dollars.	Cts.	DEDUCTIONS	Dollars.	Cts.
(a) From operations	$ None		4. (a) Expenses, general	$ 2	—
(b) From rentals	15 725	22	(b) Payments in lieu of rent		
(c) From interest	None		5. (a) Losses sustained charged off	None	
(d) From dividends received	1 500	—	(b) Depreciation charged off		
(e) From other sources	None		(c) Depletion charged off		
Total gross income	$ 17 225	22	6. (a) Interest paid (see Note 6a)		
Total deductions	2	—	(b) Interest paid by banks on deposits		
8. Net income	$ 17 223	22	7. (a) Taxes, domestic paid		
9. Tax assessable at 2%	$ 344	46	(b) Taxes, foreign paid		
10.	$		Total deductions	$ 2	—
Total	$				

We, Albert T. Baughey, President, and John A. Barry, Treasurer, of the above-named company, whose return of net income is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in the supplementary statement and in any additional list or lists attached to or accompanying this return are, to his best knowledge and belief, true and correct in each and every particular.

Sworn to and subscribed before me this 16th day of February, 1917

Seal of officer taking affidavit.

Belle Cohen
(Official capacity.)

Albert T. Baughey
President.

John A. Barry
Treasurer.

GENERAL INSTRUCTIONS.

Time of filing returns.—Returns made on the basis of a calendar year must be filed on or before March 1 with the Collector of Internal Revenue of the district in which is located the principal place of business of the corporation; if made on the basis of a FISCAL YEAR* they must be filed within 60 days after the close of such year.

***Fiscal year.**—Corporations desiring to make returns of annual net income on the basis of a fiscal year other than the calendar year must, not less than 30 days prior to March 1 of the year in which the return would be due if made on the calendar year basis, file with the Collector a notice in writing designating the last day of some month as the close of such fiscal year. A return for that portion of the calendar year ending with the date designated as the close of the fiscal year must be filed on or before the first day of March of the next calendar year, and the return for each full fiscal year thereafter must be filed within 60 days after the closing date of the fiscal year so established.

Extension of time.—In the case of neglect to file the return within the prescribed time, the Collector is authorized to grant an extension of the filing period not exceeding 30 days from the normal due date, provided such neglect was due to absence or sickness and provided an application for such extension is made in writing prior to the expiration of the period for which extension may be granted. In meritorious cases the Commissioner is authorized to grant such further extension as he may deem proper.

Signatures and verification.—Returns must be signed and verified by two officers of the corporation, that is, by the president, vice president, or other principal officer, and the treasurer or other financial officer, and must be sworn to before an officer authorized to administer oaths, and the seal of the attesting officer, if he is required to have a seal, must be impressed on the return in the space provided for that purpose.

Subsidiary companies.—The corporation making this return should attach hereto a list of all its subsidiary companies, if any, with the location of the principal place of business of each. Each subsidiary company must make a separate and distinct return.

Foreign corporations.—Foreign corporations subject to the law are required to make returns to the Collector of the District in which is located the principal place of business or agency through which is transacted the business in the United States, or if the corporation has no place of business or agency in the United States, its return will be filed with the Collector of Internal Revenue at Baltimore, Maryland. The gross income to be returned is that received from business transacted and capital invested in the United States, including interest on bonds, notes, or other interest-bearing obligations of residents, corporate or otherwise, and including income derived from dividends on capital stock or from net earnings of resident corporations, joint-stock companies, or associations whose net income is taxable under this law. The deductions allowable are those losses and disbursements incident and necessary to the transaction of the business in this country, all as specifically set out in the Act. Foreign taxes are not deductible from the gross income arising and accruing to a foreign corporation from business done or capital invested in the United States. In the case of a foreign corporation having no place of business or agency in the United States and no return is made, the tax on income from interest and dividends will be withheld at the source.

Penalties.—Corporations refusing or neglecting to file returns within the time prescribed by law or rendering false or fraudulent returns shall be liable to a penalty of not exceeding $10,000, and an additional tax of 50 per cent in case of neglect to file the return within the time prescribed by law, and 100 per cent in the case of a false or fraudulent return shall be added to the assessment; provided in case of delinquency, if the return is voluntarily filed without notice from the Collector, and it is shown that delay in filing was due to reasonable cause and not to willful neglect, the 50 per cent additional tax will not be assessed.

Any officer of any corporation required by law to make, render, sign, or verify any return, who makes any false or fraudulent return or statement with intent to defeat or evade the assessment required to be made shall be guilty of a misdemeanor, and shall be fined not exceeding $2,000 or be imprisoned not exceeding one year, or both, at the discretion of the court, with the costs of prosecution.

SUPPLEMENTARY STATEMENT.

The following information must be furnished by every corporation, joint-stock company, or association, without which the return will not be accepted as complete. The items herein relate to the items listed in the above return form and bear corresponding numbers, and the totals set out in the above return must agree with the totals hereinafter set out.

1. PAID-UP CAPITAL STOCK:

Unissued or treasury stock should not be included in this item, but only such stock as has been actually issued and is outstanding at the close of the year and for which payment has been received. Where the stock issued is payable in installments or assessments, only so much of it as has been actually paid in upon such installments or assessments should be reported.

If no capital stock is issued or if the capital stock is issued without par value, the amount of capital invested in the business at the close of the year, not including borrowed capital, will be entered under this item.

(a) Paid-up "common stock"	$ 205/100	—
(b) Paid-up "preferred stock"		
Total paid-up stock	$ 205/100	—
or (c) Capital employed in business	$	

2. INDEBTEDNESS:

All interest-bearing indebtedness, for the payment of which the corporation or its property is bound, should be reported below. In the case of banking corporations and like financial institutions, deposits should not be reported as indebtedness. Indebtedness wholly secured by collateral, the subject of sale or hypothecation in the ordinary business of the corporation, should be reported here, but such indebtedness must not be entered under Item 2 above nor be considered in determining the amount of interest deductible under Item 6 (a).

Character of obligation.	Rate of interest.	Principal.
		$
	None	
Total indebtedness		$

c 2—7349

D. W. GRIFFITH COLLECTION MUSEUM OF MODERN ART LIBRARY

TO BE FILLED IN BY INTERNAL REVENUE BUREAU.

Audited by .....

Form 1031.
(Revised October, 1916.)

INCOME TAX.

THE PENALTY

FOR FAILURE TO HAVE THIS RETURN IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE WITHIN THE TIME REQUIRED BY LAW IS NOT MORE THAN $10,000 AND THE ASSESSMENT IS INCREASED FIFTY PER CENT.

TO BE FILLED IN BY COLLECTOR.

Collection District .....

Assessment List 23-A ....., *191*
(Month.)

Page ..... *Line* .....

IMPORTANT.

Read this form and all instructions carefully and fill in supplementary statement before making entries in return proper. Totals in supplementary statement must agree with totals in return.

RETURN OF ANNUAL NET INCOME.

(Title I, Parts II and III, of the Act of September 8, 1916.)

CORPORATIONS.

(OTHER THAN INSURANCE COMPANIES.)

Above space to be stamped by Collector, showing district and date filed.

RETURN OF NET INCOME for the { Calendar / *Fiscal } year ended Dec. 31, 1916

by David W. Griffith Corporation, Motion Picture
(Name of corporation, joint-stock company, or association.) (Kind of business.)

and located at 1476 Broadway, New York City, New York
(Street and number.) (City or town.) (State.)

(The address given must be that of the principal place of business of the corporation.)

If no figures are to be extended opposite any item in the return, the word "None" should be inserted.

1. Total amount of paid-up capital stock outstanding at the close of the year, or if no capital stock, the capital, other than interest-bearing indebtedness, employed in the business at the close of the year	$	10	000	—
2. Total amount of bonded and other interest-bearing indebtedness outstanding at close of year, exclusive of indebtedness wholly secured by collateral, the subject of sale or hypothecation in ordinary business of the corporation	$	None		

3. GROSS INCOME:	Dollars.		Cts.
(a) From operations	$	None	
(b) From rentals		3511	16
(c) From interest		130	17
(d) From dividends received		None	
(e) From other sources		None	
Total gross income	$	3641	33
Total deductions		3169	81
8. Net income	$	471	52
9. Tax assessable at 2%	$	8	42
10.	$		
Total	$		

DEDUCTIONS.	Dollars.		Cts.
4. (a) Expenses, general	$	3062	89
(b) Payments in lieu of rent		None	
5. (a) Losses sustained charged off		None	
(b) Depreciation charged off		None	
(c) Depletion charged off		None	
6. (a) Interest paid (see Note 6a)		None	
(b) Interest paid by banks on deposits		None	?
7. (a) Taxes, domestic paid		106	92
(b) Taxes, foreign paid		None	
Total deductions	$	3169	81

We, David W. Griffith, President, and Albert H. Banzhaf, Treasurer, of the above-named company, whose return of net income is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in the supplementary statement and in any additional list or lists attached to or accompanying this return are, to his best knowledge and belief, true and correct in each and every particular.

Sworn to and subscribed before me this 16th day of February, 1917

Seal of officer taking affidavit.

Belle Cohen
(Official capacity.)

D. W. Griffith
President.

Albert H. Banzhaf
Treasurer.

GENERAL INSTRUCTIONS.

Time of filing returns.—Returns made on the basis of a calendar year must be filed on or before March 1 with the Collector of Internal Revenue of the district in which is located the principal place of business of the corporation; if made on the basis of a FISCAL YEAR* they must be filed within 60 days after the close of such year.

***Fiscal year.**—Corporations desiring to make returns of annual net income on the basis of a fiscal year other than the calendar year must, not less than 30 days prior to March 1 of the year in which the return would be due if made on the calendar year basis, file with the Collector a notice in writing designating the last day of some month as the close of such fiscal year. A return for that portion of the calendar year ending with the date designated as the close of the fiscal year must be filed on or before the first day of March of the next calendar year, and the return for each full fiscal year thereafter must be filed within 60 days after the closing date of the fiscal year so established.

Extension of time.—In the case of neglect to file the return within the prescribed time, the Collector is authorized to grant an extension of the filing period not exceeding 30 days from the normal due date, provided such neglect was due to absence or sickness and provided an application for such extension is made in writing prior to the expiration of the period for which extension may be granted. In meritorious cases the Commissioner is authorized to grant such further extension as he may deem proper.

Signatures and verification.—Returns must be signed and verified by two officers of the corporation, that is, by the president, vice president, or other principal officer, and the treasurer or other financial officer, and must be sworn to before an officer authorized to administer oaths, and the seal of the attesting officer, if he is required to have a seal, must be impressed on the return in the space provided for that purpose.

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Penalties.—Corporations refusing or neglecting to file returns within the time prescribed by law or rendering false or fraudulent returns shall be liable to a penalty of not exceeding $10,000, and an additional tax of 50 per cent in case of neglect to file the return within the time prescribed by law, and 100 per cent in the case of a false or fraudulent return shall be added to the assessment; provided in case of delinquency, if the return is voluntarily filed without notice from the Collector, and it is **shown** that delay in filing was due to **reasonable** cause and not to **willful neglect,** the 50 per cent additional tax will not be assessed.

Any officer of any corporation required by law to make, render, sign, or verify any return, who makes any false or fraudulent return or statement with intent to defeat or evade the assessment required to be made shall be guilty of a misdemeanor, and shall be fined not exceeding $2,000 or be imprisoned not exceeding one year, or both, at the discretion of the court, with the costs of prosecution.

D. W. GRIFFITH COLLECTION
MODERN ART FILM LIBRARY

SUPPLEMENTARY STATEMENT.

The following information must be furnished by every corporation, joint-stock company, or association, without which the return will not be accepted as complete. The items herein relate to the items listed in the above return form and bear corresponding numbers, and the totals set out in the above return must agree with the totals hereinafter set out.

1. PAID-UP CAPITAL STOCK:

Unissued or treasury stock should not be included in this item, but only such stock as has been actually issued and is outstanding at the close of the year and for which payment has been received. Where the stock issued is payable in installments or assessments, only so much of it as has been actually paid in upon such installments or assessments should be reported.

If no capital stock is issued or if the capital stock is issued without par value, the amount of capital invested in the business at the close of the year, not including borrowed capital, will be entered under this item.

(a) Paid-up "common stock"	$	10	000	—
(b) Paid-up "preferred stock"		None		
Total paid-up stock	$			
or (c) Capital employed in business	$			

2. INDEBTEDNESS:

All interest-bearing indebtedness, for the payment of which the corporation or its property is bound, should be reported below. In the case of banking corporations and like financial institutions, deposits should not be reported as indebtedness. Indebtedness wholly secured by collateral, the subject of sale or hypothecation in the ordinary business of the corporation, should be reported here, but such indebtedness must not be entered under Item 2 above nor be considered in determining the amount of interest deductible under Item 6 (a).

Character of obligation.	Rate of interest.	Principal.			
		$			
	None				
Total indebtedness		$			

c 2—7349

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Griffith

February 19th 1917

Mr. Albert Griffith,
Sydney, Australia

Dear Albert:

I enclose herewith deed which is to be signed by you, conveying your interest in the Louisville, Kentucky, property to the Davis's. Kindly have same authenticated before the United States Consul.

Also enclosed please find direction to the Kentucky Title Co. to pay to your sister, Ruth Houghton, the proceeds of the sale of said property.

I enclose herewith a copy of a letter from John Riehl, the agent, which speaks for itself, and I also enclose herewith a copy of letter received from Messrs. O'Neal & O'Neal relative to your personalymatter. Inasmuch as they have taken these steps, I thought it advisable to have them finish their proceedings as planned.

I want to congratulate you on your opening success with the "Intolerant" member and I trust that you will be able to keep up the good work. Living in Australia must be a bit more pleasant now since we are so closely allied with the Allies against the Germans, and you certainly have one advantage that you will not suffer from a food shortage in Australia. Everything seems to be the same here. New York has been as cold as the devil and D.W. is still in town. Will write you a letter later if I have any news for you.

I will not deliver the deed which I have enclosed herewith until I am sure that your divorce has been granted, so you need have no hesitancy to signing the same in its present form.

With kindest regards and best wishes, I remain

Sincerely,

AHTB/R
Encs.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

1917 FEB 21 AM 7 00

RECEIVED AT

63CH SHEET 2 SI 1450 B'way N.Y.

MISSCELLANEOUS EXPENSE WARK TEN NINETY SIX DOLLARS SEVENTY FIVE CENTS AND FOR F - 4 NINETEEN TWENTY NAUGHT FOUR EPPING WILL SEND DETAILED STATEMENTS SHOWING WARK AND F -4 AMOUNTS WHICH HE CLAIMS SHOULD BE REFUNDED TO MR GRIFFITH STOP LOANED TO PERSONS AT STUDIO ONE THOUSAND SIX DOLLARS AND TEN CENTS ADVANCED TO TRIANGLE EXHIBITING COMPANY FOURTEEN THOUSAND FIVE SEVENTY FIVE DOLLARS ALLOWANCES TO MEMBERS OF FAMILY TWENTY TWO HUNDRED BITZERS PERCENTAGE EIGHTY ONE FIFTY SIX DOLLARS STOP FIGURES REGARDING RANCH OBTAINED FROM STERNLOV HE SAYS INVENTORY SHOULD BE SAME AS LAST YEAR LESS DEPRECIATION EXCEPT NEW WATER WELL WHICH COST NINE HUNDRED SIXTY TWO

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT SI 1450 B'way, N. Y. 1917 FEB 21 AM 7 00

R63CH 218 NL

MP LOSANGELES CALIF 20

J M BARRY

807 LONGACRE BLDG NEWYORK NY

FIGURES FOR INCOME TAX AS FOLLOWS LABOR AND BOARD AT RANCH FORTY NINE TWENTY EIGHT THIRTY ONE ROUTING RANCH SUPPLIES TEN NINETY NINE THIRTY SEVEN STOP LABOR AND BOARD OIL WELL FIFTY ONE TWENTY NINE DOLLARS SUPPLIES SIXTY THREE NINETY TWO THIRTY NINE OIL WELL PROVED TO BE A LOSS STOP TAXES RANCH TWO FIFTY SIX FIFTY THREE SANPEDRO SEVENTY ONE THIRTY STOP INTEREST SANPEDRO PROPERTY ONE HUNDRED TWENTY INTEREST ON CASCADIAN WATER COMPANY NINETEEN DOLLARS SIXTY TWO CENTS STOP

CLA	SYMBOL
Da	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS	SYMBOL
Day Message	
Day Letter	
Night Message	Blue
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

1917 FEB 21 AM 7 00

RECEIVED AT SI 1450 B'way, N. Y.

BATCH SHEET 2

TWENTY THREE FOR SUPPLIES AND ONE THOUSAND SEVENTY NINE FIFTY FOR LABOR

MOST OF THE EXPENSE WILL BE OFFSET BY SALE OF RIG WHICH HE OFFERS

AT TWENTY TWO HUNDRED REGARDS

E C BIDWELL.

#77

Feb. 21, 1917

KNOW ALL MEN BY THESE PRESENTS that Wark Producing Corporation, a corporation organized and existing under the Laws of the State of New York, United States of America, has made, constituted and appointed and by these presents does make, constitute and appoint William E. Burlock of New York City, now temporarily sojourning in London, England, its true and lawful attorney for the following purposes:

1. To transact any and all of its business and affairs of any and every character in Great Britain and Ireland.

2. Without derogating in any wise from the general power above conferred, to have the following specific powers:

a. To make contracts of any character, in behalf of said Wark Producing Corporation and to alter contracts heretofore made:

b. To hire premises for use for business purposes or for the exhibition of motion picture films:

c.

c. To receive and collect moneys on behalf of Wark Producing Corporation and to deposit the same in one or more accounts of deposit with banks or banking institutions or bankers, and to withdraw the same.

3. To appoint one or more substitutes to exercise any or all the powers herein conferred upon said Burlock and to revoke such substitutions.

Wark Producing Corporation hereby ratifies and confirms any and all acts done or performed pursuant hereto by said attorney.

IN WITNESS WHEREOF Wark Producing Corporation has caused these presents to be signed by its President and its corporate seal to be hereunto affixed, the 21st day of February, 1917.

WARK PRODUCING CORPORATION

By [illegible]
Pres

Seal

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

City and County of New York, ss.

On this day of February, 1917 before me personally came Albert H. T. Banzhaf to me known, and who being by me duly sworn, did depose and say that he resides in the City of New York and is the President of Wark Producing Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Message	
Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

T53GS MO 110 COLL NL (2)

RELATIVE MARSH MATTER HOPE YOU HAVE ACCOMPLISHED SOMETHING FOR ME THERE STOP SOON AS YOU ARE PERMITTED TO PLEASE WIRE ME WHEN MR GRIFFITH EXPECTS TO BE BACK HERE

ARTHUR WRIGHT

910P

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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RECEIVED AT

T53GSMO 110 COLL NL

LOSANGELES CAL FEB 22 1917

ALBERT H T BANZAHF

CARE GRIFFITH PRODUCTIONS LONGACRE BLDG NEWYORK

PROBABLY NO REAL ADVANTAGES TO GRIFFITH IN GRANTING RIGHT OF WAY TO CITY EXCEPT AS PUBLIC SPIRITED CITIZENS STOP THIS IS GREAT PUBLIC WORK AND OF GREAT PUBLIC BENEFIT STOP DO NOT BELIEVE IT WILL DO GRIFFITH ANY HARM AND THE WATER WILL GREATLY HELP INCREASE VALUE OF LAND STOP AM VERY ANXIOUS TO REACH BARRY BY TELEGRAM IN RE TRIANGLE EXHIBITING COMPANY AFFAIRS AS GRIFFITH IS INVOLVED IN LAWSUIT HERE STOP PLEASE WIRE BARRYS ADDRESS STOP HAVE NOT HEARD

AFFILIATED WITH TRIANGLE FILM CORPORATION

SUNSET PHONE HOLLY 2800
HOME PHONE 10165

Fine Arts Film Co.

Majestic Motion Picture Co., Producers

STUDIOS: 4500 SUNSET BLVD.

D. W. GRIFFITH, GENERAL MANAGER
FRANK E. WOODS, ASST. TO THE GEN. MGR.
J. C. EPPING, BUSINESS MANAGER

Los Angeles, California

February 26, 1917

Branch

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

I received your letter enclosing Mr. Griffith's check in payment of the street improvements to his San Pedro property. I have placed the receipt on file with some of Mr. Griffith's other papers, but if you wish I will send it on to you.

I enclose a letter to Mr. Griffith from Col. E. Polk Johnson of Louisville, Ky., and also a bill for some stenographic work amounting to $18.30. Mr. Griffith had Col. Johnson write up a history of his father's regiment, and the bill covers the typist's services. Will you please hand the letter and bill to Mr. Griffith, and tell him I have the manuscript here. I would have the bill paid but we have no funds for these personal items out here.

Yours very truly,

E. C. Bidwell

New York, February 28th 1917.

Mr. D.W.Griffith (Assigned, D.W.G. Corporation)

In Account with

Epoch Producing Corporation

Net Earnings, month of February 1917,, as per Treasurer's report,	$37,741.48
D.W.Griffith's share, 37½%	$14,153.05

Assigned,	D.W.G.Corporation, 60%	8,491.83
"	R.E. Aitken, and reassigned, 40%	5,661.22

TREASURER'S REPORT FOR MONTH ENDING FEBRUARY 28th 1917.

EPOCH PRODUCING CORPORATION

Income Co. "A"		14,208.01	
B		9,784.92	
C		9,482.80	
D		19,798.43	
E		10,537.11	
F		13,945.05	77,756.32
Australian Co. #1		7,833.61	
" " #2		3,487.31	
" " #3		3,765.90	
" " #4		8,303.18	23,390.00
Rights:			
Western			8,274.15
Production supplies			6,658.64
George Bowles, Mgr. Australian Cos.			1,801.60
Expense, General	16,104.74		
Co. A	6,962.42		
B	5,432.13		
C	4,892.65		
D	7,611.39		
E	6,784.70		
F	7,135.36	54,923.39	
Aust. Co. #1	7,928.81		
#2	5,547.47		
#3	3,524.81		
#4	8,196.20	25,197.29	
Rights, Wisconsin, Return a/c overpayment		18.55	
		80,139.23	117,880.71
			80,139.23
Net Earnings for February,			37,741.48

RENTING A SPECIALTY

HOME PHONE CITY 2281

JOHN RIEHL

REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET

SECOND FLOOR

LOUISVILLE, KY. March 5,1917.

Mr. Albertt T. Banshof,
2 Rector Street,
New York, N. Y.

Dear Sir:-

I thought I would write you in regard to the deed which you hold in your possession for some property located on 2918 Portland Avenue, Louisville, Ky. I understood you to say that Mr. Dave Griffiths had signed this deed, and I would advise you to please forward this to me, so I can forward same to Mrs. Ruth Houghton and others, who are now in California, or please forward it there yourself, so we will be in a position to close this matter up as soon as we receive the deed from Mr. Albert Griffiths, who is now in Australia.

Hoping that you will give this matter your prompt attention, and let me hear from you at your earliest convenience, I beg to remain,

Yours very respectfully,

JR-EHG

John Riehl

A G R E E M E N T, made this thirteenth day of March, 1917, between WARK PRODUCING CORPORATION, a corporation organized under the laws of the State of New York, hereinafter referred to as the Wark Company, of the first part, and ALL STAR FEATURES DISTRIBUTORS, INC., a corporation organized under the laws of the State of California, hereinafter referred to as All Star Company, of the second part,

W I T N E S S E T H:

1. The Wark Company is the owner of the copyrighted motion picture photoplay entitled "INTOLERANCE" and has the sole right to distribute the same throughout the territory hereinafter specified.

2. The Wark Company hereby leases to the All Star Company two prints of the said photoplay for the term of ten years from the date hereof for exhibition and exploitation in the territory hereinafter specified for a rental of Twenty Thousand Dollars, ($20,000.)payable as hereafter provided.

$5,000. on the execution and delivery of this contract, the receipt hereof is hereby acknowledged.

$15,000. to be paid on or before April 2nd, 1917 and 25% of the net profits of the said All Star Company in its exhibition and exploitation of said photo play in excess of Twenty Thousand Dollars, said net profits to be calculated as hereinafter provided.

The Wark Company hereby leases to the said All Star Company the said prints together with all the Wark Company's rights to exhibit and exploit and deal in and with the said photoplay in the said territory

during said period.

The Wark Company agrees to ship from New York by express collect, to the All Star Features Distributors, Inc., 234 Eddy Street, San Francisco, California, two prints of the said photoplay "INTOLERANCE" within seven days after the receipt of the balance of Fifteen Thousand ($15,000) Dollars as hereinbefore provided which, however, shall not be later than April 9th, 1917.

3. The territory hereinbefore preferred to within which said photoplay and prints may be exhibited and exploited is as follows: The States of California, Nevada and Arizona.

4. Net profits, as hereinbefore referred to shall be calculated as follows:

By deducting from the gross receipts of the All Star Company in its exhibition and exploitation of said photoplay, all monies actually expended solely in connection with suchexhibition and exploitation, and by deducting further for home office maintenance a reasonable proportion of overhead expenses ~~charged to such exhibition and exploitation~~, amounting to ~~not in excess, however, of~~ 8% of such gross receipts. It is further agreed that no representative of the All Star Company outside of the home office, shall receive a salary in excess of $100. weekly.

~~It is understood and agreed that the All Star Company shall be entitled to 8% of the rental price of Twenty Thousand Dollars to be deducted from the earnings before a division of the profits shall be made.~~

The All Star Company agrees to keep full and correct accounts of all expenditures and receipts in connection with the exhibition and exploitation of the said photoplay "INTOLERANCE" and shall, not later than the 10th day of each month, report to the Wark Company in writing the amount of its gross receipts during the preceding month and of all deductions therefrom showing the amount and method of calculating such net profits as hereinabove provided, together with settlements for such profits.

The All Star Company agrees to furnish to the Wark Company at their offices Room 807 Longacre Building, New York City, copies of all box office statements showing the gross and net receipts of every performance received by them for each time said films are exhibited, and the same shall be duly placed in the mail, addressed to the Wark Company at the above address within forty-eight hours after their receipt by the All Star Company.

The Wark Company shall have the right at all reasonable times, to examine the books of the All Star Company, by any accredited representative for the purpose of determining the correctness of accounts rendered.

5. The Wark Company agrees with the All Star Company that during the term of this lease, neither the Wark Company nor its servants or agents shall exhibit or exploit said photoplay or any part thereof, or cause it or any part thereof to be exhibited or exploited within the territory aforesaid, except as hereinbefore provided, and further agrees that it has not given nor will it give any person, firm or corporation any right, license or privilege to sell, exhibit, exploit, or otherwise deal in and with the said photoplay within the said territory during the term of this lease.

6. The All Star Company agrees that it will not copy or duplicate said photoplay or any part thereof or cause or permit the same to be copied or duplicated and that it will not exhibit or exploit the said photoplay or cause or permit the same to be exhibited or exploited in any other territory than the aforementioned territory, and that it will not exhibit or exploit any prints of

said photoplay other than those hired hereunder within the said territory, and that upon violation of this or any other provision of this contract by the All Star company the lease of said photoplay shall terminate and expire and the Wark Company shall be entitled to immediate possession of said photoplay and all copies and prints of the same and shall have the right to recover possession of the same or any of them with or without legal process wherever found, and the failure to exercise this right for any breach shall not be a waiver of the right to exercise it for the same or any other breach at any time thereafter.

The All Star Company hereby agrees that it will not exhibit, exploit or advertise, nor permit the exhibition, exploitation or advertisement of said photo - play as part of any programme of photoplays, and further agrees that the forms and announcements of advertisements of the presentation of the film shall be only those provided by the Wark Company or approved by it in writing.

The All Star Company agrees always to exhibit said photo play in a first-class manner and in the form of the story as presented by the prints so leased as aforesaid, and it also agrees that it will use its best efforts to obtain booking for said photoplay at all times at terms commensurate with the value of the picture, and that upon the violation of this provision or its failure to comply therewith within a reasonable time after notice in writing by registered mail, the lease of said photoplay shall terminate and expire and the Wark Company shall be entitled to immediate possession of said photoplay and all copies and prints of the same, and shall

have the right to recover possession of the same or any of them with or without legal process whereever found, according to the provisions aforesaid.

7. The All Star Company further agrees that within 18 days after the execution of this agreement it will deliver to the Wark Company a bond of the National Surety Company, or some other surety company acceptable to the Wark Company, for the payment of Fifteen Thousand ($15,000) Dollars conditioned upon its performance of this agreement, which said bond shall be renewed or continued during the term of this agreement.

8. Neither this agreement nor any rights arising therefrom shall be assigned or transferred in whole or in part by the All Star Company without the written consent of the Wark Company.

9. No representations made by any representative or agent of the Wark Company or by any other person, shall be binding or be considered a part of any agreement between the Wark Company and the All Star Company unless herein expressly contained and no variation of this agreement shall be made except in writing signed on the part of the Wark Company by its president, who it is agreed is the only person authorized to sign the same on behalf of the Wark Company.

10. Posters and advertising matter shall be at all times during the life of this agreement be sold by the Wark Company to the All Star Company at cost thereof to the Wark Company, but nothing herein shall prevent the All Star Company from purchasing its posters or lithographs elsewhere, provided, the same are approved as to subject, form and design by the Wark Company.

11. The loss of the use of any prints hired hereunder during any period shall not entitle the All Star Company to the return of the whole or any part of the gross rental paid hereunder, but in the event of the total or partial destruction or deterioration of any such print, or in the event that the All Star Company desires additional prints of said photoplay, the Wark Company shall furnish the All Star Company with a duplicate print of the portions destroyed or damaged or the additional prints, subject however to all the terms, covenants, conditions and limitations herein contained, upon payment by the All Star Company to the Wark Company in advance, of an additional gross rental, figured at the rate of eight ($.08) cents per foot for each foot of film so furnished, and the Wark Company agrees that it will deliver to the said All Star Company at its office in San Francisco, such print or prints within five weeks from the date of the order thereof, conditioned upon delays, caused by fire, strikes, accidents or other causes beyond the Wark Company's control.

All additional prints shall be held by the All Star Company subject to all the terms, covenants, conditions and agreements herein contained as though originally included herein specifically.

The purchase of additional prints hereunder is conditioned however upon the understanding that the All Star Company shall not at any one time have in its possession for any purpose, more than five 6 (5) prints of said photoplay.

12. The All Star Company agrees that it will not, prior to June 1st, 1918, permit the exhibition of said photoplay at any place except in theatres of the first class, and will not permit the exhibition thereof unless

one dollar admission fee is advertised and charged for at least twenty seats and fifty cents admission fee is charged for at least one quarter of the seats on the main floor at all performances and that it will not, prior to June 1st, 1920 , permit an exhibition thereof unless a fifty cent admission fee is advertised and charged for at least one quarter of the seats on the main floor for all evening performances. And after said period, it will not permit an exhibition thereof unless an admission fee of fifty cents is charged for at least twenty seats on the main floor, and that in no event at any time during the term of this contract shall an admission fee of less than twenty five cents be charged and that in no instance shall the said All Star Company permit the exhibition of said photoplay unless accompanied by an orchestra of at least as many pieces as it is customary to employ in the theatre in which said photo play is presented, and the All Star Company agrees to use its best efforts to have such orchestra accompany each performance of said photoplay with the musical accompaniment as arranged by Carl Breil and the Wark Company agrees to provide one copy of such musical score to the All Star Company for each of the aforementioned prints leased as aforesaid.

13. The All Star Company further agrees that it will not use or permit the exhibition or presentation of defective prints of said photoplay, and that the Wark Company may at all reasonable times examine and inspect prints of said photoplay in the possession of the All Star Company.

14. Upon the expiration of this agreement, either by limitation, expiration or cancellation, the All Star

Company agrees to return to the Wark Company all the prints of said motion picture photoplay received by it hereunder.

15. The Wark Company agrees that in the event of any other person, firm or corporation exhibiting or attempting to exhibit said photoplay within the territory aforesaid in violation of the rights of the All Star Company, Wark Company will give and hereby gives the said All Star Company full power in the name of the Wark Producing Corporation, but at itsown cost and expense, to take any proceedings at law, or otherwise, to stop or prevent any said unlawful exhibition, and including subrogation to all rights under any bond or contract of indemnity that the Wark Company may hold of said person, firm or corporation wrongfully exhibiting said photoplay in said territory.

16. The rights and remedies given to the Wark Producing Company herein, are in addition to, and not in lieu, in limitation or in derogation of the righ s and remedies in this agreement otherwise granted, or by law created and vested in the Wark Company; and any waiver by the Wark Company of any breach by the All Star Company, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of the All Star Company.

It is mutually agreed that if the balance of the rental price, viz. Fifteen Thousand Dollars is not paid on or before the date herein specified, in that event, the amount of ~~Thre~~ Five Thousand Dollars paid on the execution of this instrument shall be forfeited and treated as liquidated damages and retained by the Wark Company.

20000
10000

17. Each party hereto will execute any further instrument necessary to carry this agreement into effect.

INWITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers thereunto authorized and their corporate seals to be hereunto affixed and attested the day and year first above written.

WARK PRODUCING CORPORATION

By Albert W. Barsky

President

ALL STAR FEATURE DISTRIBUTORS Inc.

By Sol C. Gesser

President.

A G R E E M E N T, made this thirteenth day of March, 1917, between WARK PRODUCING CORPORATION, a corporation organized under the laws of the State of New York, hereinafter referred to as the Lessor, of the first part, and M. ROSENBERG and A. ROSENBERG, co-partners doing business under the firm and style of the DE LUXE FEATURE FILM COMPANY, at Seattle, Washington, hereinafter referred to as the Lessees, of the second part,

W I T N E S S E T H:

1. The Lessor is the owner of the copyrighted motion picturephotoplay entitled "INTOLERANCE" and has the sole right to distribute the same throughout the territory hereinafter specified.

2. The Lessor hereby leases to the Lessees, two prints of the said photoplay for the term of ten years from the date hereof for exhibition and exploitation in the territory hereinafter specified for a rental of Fifteen Thousand Dollars ($15,000.) payable as hereafter provided.

Three Thousand ($3,000.) Dollars on the execution and delivery of this contract, the receipt hereof is hereby acknowledged. Twelve Thousand ($12,000.) Dollars to be paid on or before April 2nd, 1917, and 25% of the net profits of the said Lessees in its exhibition and exploitations of said photoplay in excess of Fifteen Thousand ($15,000.) Dollars, said net profits to be calculated as hereinafter provided.

The Lessor hereby leases to the said Lessees the said prints together with all the Lessor's rights to exhibit and exploit and deal in and with the said photoplay in the said territory during said territory.

The Lessor agrees to ship from New York by express collect to the De Luxe Feature Film Company, 1214½ Third Avenue, Seattle, Washington, two prints of the said photoplay "INTOLERANCE" within seven days after the receipt of the balance of Twelve Thousand ($12,000) Dollars, as hereinbefore provided, which, however, shall not be later than April 9th, 1917.

3. The Territory hereinbefore referred to within which said photoplay and prints may be exhibited and exploited is as follows: The States of Oregon, Washington Idaho and Montana.

4. Net profits, as hereinbefore referred to shall be calculated as follows:

By deducting from the gross receipts of the Lessees intheir exhibitionand exploitation of said photoplay, all monies actually expended solely in connection with such exhibition and exploitation, and by deducting further for home office maintenance a reasonable proportion of overhead expenses ~~chargeable to such exhibition and exploitation, not in excess, however, of~~ amounting to 8% of such gross receipts. It is further agreed that no representative of the Lessees, outside of the home office, shall receive a salary in excess of $100. weekly.

~~It is understood and agreed that the Lessees shall be entitled to 8% of the rental price of Fifteen Thousand ($15,000) dollars to be deducted from the earnings before a division of the profits as herein provided shall be made.~~

The Lessees agreed to keep full and correct accounts of all expenditures and receipts in connection with the exhibition and exploitation of the said photoplay "INTOLERANCE", and shall, not later than the 10th day of each month, report to the Lessor in writing the amount of its gross receipts during the preceding month, and of

all deductions therefrom showing the amount and method of calculating such net profits as hereinabove provided, together with settlements for such profits.

The Lessees agree to furnish to the Lessor at their office, Room 807 Longacre Building, New York City, copies of all box office statements showing the gross and net receipts of every performance received by them for each time said films are exhibited and the same shall be duly placed in the mail, addressed to the Lessor at the above address within forty-eight hours after their receipt by the Lessees.

The Lessor shall have the right at all reasonable times, to examine the books of the Lessees, by an accredited representativefor the purpose of determining the correctness of accounts rendered.

5. The Lessor agrees with the Lessees that during the term of this lease, neither the Lessor not its servants or agents shall exhibit or exploit said photoplay or any part thereof, or cause it or any part thereof to be exhibited or exploited within the territory aforesaid, except as hereinbefore provided, and further agrees that it has not given nor will it give any person, firm or corporation any right, license or privilege to sell, exhibit, exploit, or otherwise deal in and with the said photoplay within the said territory during the term of this lease.

6. The Lessees agree that they will not copy or duplicate said photoplay or any part thereof or cause or permit the same to be copied or duplicated and that it will not exhibit or exploit the said photoplay or cause or permit the same to be exhibited or exploited in any other territory than the aforementioned territory, and that it will not exhibit or exploit any prints of said photoplay other than those hired hereunder within the said territory, and that

upon violation of this or any other provision of this contract by the Lessees, the lease of said photoplay shall terminate and expire and the Lessor shall be entitled to immediate possession of said photoplay and all copies and prints of the same and shall have the right to recover possession of the same or any of them with or without legal process wherever found, and the failure to exercise this right for any breach shall not be a waiver of the right to exercise it for the same or any other breach at any time thereafter.

The Lessees hereby agree that they will not exhibit, exploit or advertise, nor permit the exhibition, exploitation or advertisement of said photoplay as part of any programme of photoplays, and further agree that the forms and announcements of advertisements of the presentation of the film shall be only those provided by the Lessor or approved by it in writing.

The Lessees agree always to exhibit said photo play in a first-class manner and in the form of the story as presented by the prints so leased as aforesaid, and they also agress that they will use their best efforts to obtain booking for said photoplay at all times at terms commensurate with the value of the picture, and that upon the violation of this provision or their failure to comply therewith within a reasonable time after notice in writing by registered mail, the lease of said photoplay shall terminate and expire and the Lessor shall be entitled to immediate possession of said photoplay and all copies and prints of the same, and shall have the right to recover possession of the same or any of them with or without legal process wherever found, according to the provisions aforesaid.

7. The L essees further agree that within 18 days after the execution of this agreementthey willdeliver to the Lessor, a bond of the National Surety Company, or some other surety company acceptable to the Lessor, for the payment of Twelve Thousand ($12,000) Dollars conditioned upon its performance of this agreement, which said bond shall be renewed or continued during the term of this agreement.

8. Neither this agreement nor any rights arising therefrom shall be assigned or transferred in whole or in part by the Lessees without the written consentof the Lessor.

9. Nomrepresentations made by any representative or agent of the Lessor, or by any other person, shallbe binding or be considered a part of any agreement between the Lessor and the Lessees unless herein expressly contained and no variation of this agreement shall be made except in writing signed on the part of the Lessor by its President , who it is agreed is the only person authorized to sign the same on behalf of the Lessor.

10. Posters and advertising matter shall be at all times during the life of this agreement ~~xx~~ sold by the Lessor to the Lessees at cost thereof to the Lessor, but nothing herein shall prevent the Lessees from purchasing its posters or lithographs elsewhere, provided, the same are approved as to subject, form and design by the Lessor.

11. The loss of the use of any prints hired hereunder during any period shall not entitle the Lessees to the return of the whole or any part of the gross rental paid hereunder, but in the event of the total or partial destruction or deterioration of any such print, or in the event that the Lessees desire additional prints of said photoplay, the Lessor shall furnish the Lessees with a

duplicate print of the portions destroyed or damaged or the additional prints, subject however, to all the terms, covenants, conditions and limitations herein contained, upon payment by the Lessees to the Lessor in advance, of an additional gross rental, figured at the rate of eight ($.08) cents per foot for each foot of film so furnished and the Lessor agrees that it will deliver to the said Lessee at its office in Seattle, such print or prints within five weeks from the date of the order thereof, conditioned upon delays, caused by fire, strikes, accidents or other causes beyond the Lessor's control.

All additional prints shall be held by the Lessees subject to all the terms, covenants, conditions and agreements herein contained as though originally included herein specifically.

The purchase of additional prints hereunder is conditioned however upon the understanding that the Lessees shall not at any one time have in its possession for any purpose, more than five (5) prints of said photoplay.

12. The Lessees agree that they will not, prior to June 1st, 1918, permit the exhibition of said photoplay at any place except in theatres of the first class, and will not permit the exhibition thereof unless one dollar admission fee is advertised and charged for at least twenty seats and fifty cents admission fee is charged for at least one quarter of the seats on the mainfloor at all performances, and that it will not prior to June 1st, 1920, permit an exhibition thereof unless a fifty cent admission fee is advertised and charged for at least one quarter of the seats on the main floor for all egening performances. And after said period, it will not permit an exhibition thereof unless an admission fee of fifty cents is charged for at least twenty seats on the main floor, and that in no event at any time during the term of

this contract shall an admission fee of less than twenty five cents be charged and that in no instance shall the Lessees permit the exhibition of said photoplay unless accompanied by an orchestra of at least as many pieces as it is customary to employ in the theatre in which said photoplay is presented, and the Lessees agree to use their best efforts to have such orchestra accompany each performance of said photoplay with the musical accompaniment as arranged by Carl Breil and the Lessor agrees to provide one copy of such musical score to the Lessees for each of the aforementioned prints leased as aforesaid.

13. The Lessees further agree that they will not use or permit the exhibition or presentation of defective prints of said photoplay, and that the Lessor may at all reasonable times examine and inspect prints of said photoplay in the possession of the Lessees.

14. Upon the expiration of this agreement, either by limitation, expiration or cancellation, the Lessees agree to return to the Lessor all the prints of said motion picture photoplay received by them hereunder.

15. The Lessor agrees that in the event of any other person, firm or corporation exhibiting or attempting to exhibit said photoplay within the territory aforesaid in violation of the rights of the Lessees, the Lessor will give and hereby gives the said Lessees full power in the name of the Lessor, but at its own cost and expense, to take any proceedings at law, or otherwise, to stop or prevent said unlawful exhibition, and including subrogation to all rights under any bond or contract of indemnity that the Lessor may hold of said person, firm or corporation wrongfully exhibiting said photoplay in said territory.

16. The rights and remedies given to the Lessor herein, are in addition to, and not in lieu, in limitation or in derogation of the rights and remedies in this agreement otherwise granted, or by law created and vested in the Lessor; and any waiver by the Lessor of any breach by the Lessees, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of the Lessees.

It is mutually agreed that if the balance of the rental price, viz. Twelve Thousand ($12,000) Dollars is not paid on or before the date herein specified, in that event, the amount of Three Thousand ($3,000.) Dollars paid on the execution of this instrument shall be forfeited and treated as liquidated damages and retained by the Lessor.

17. Each party hereto will execute any further instrument necessary to carry this agreement into effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers thereunto authorized and their corporate seals to be hereunto affixed and attested the day and year first above written.

WARK PRODUCING CORPORATION

By Albert W. Berg Pres.

DE LUXE FEATURE FILM COMPANY

M. Rosenberg

By

A. Rosenberg

All-Star

RENTING A SPECIALTY

HOME PHONE CITY 2281

JOHN RIEHL

REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET

SECOND FLOOR

LOUISVILLE, KY. March 14,1917.

Mr. Albert T. Banshof,

2 Rector Street,

New York, N. Y.

Dear Sir:-

On the 5th day of March I wrote you a letter, asking you to please mail me the deed to the property located at 2918 Portland Avenue, Louisville, Ky., which Mr. Dave Griffiths had signed, so I could mail it to the other parties to sign. I have never heard from you in regard to this matter and I would be obliged if you would let me know if you have forwarded this deed to Mrs. Houghton.

Hoping to hear from you at your earliest convenience, I beg to remain,

Yours very respectfully,

John Riehl

JR-EHG

Griffith Space

March 16th 1917

Mrs. Ruth Houghton,

Upland, California.

Dear Mrs. Houghton:

I enclose herewith deed from W. W. Griffith, and others, to Louis R. Davis and wife of property on Portland Avenue, Louisville, Ky., which you will kindly sign where indicated by your initials and also kindly have Miss Ruth Griffith sign where indicated by her initials. Also kindly have your signatures acknowledged before a notary public or commissioner of deeds and have him get a County Clerk's certificate of his County showing his authority to act and return either to me or send it direct to Mr. John Riehl, 504 West Jefferson Street, Louisville, Ky.

Thanking you for your attention to this matter, I remain

Very truly yours,

R
Enc.

Griffith Special

March 16th 1917

Mr. John Riehl,

504 West Jefferson Street,

Louisville, Ky.

Dear Sir:

In reply to yours of the 14th inst., beg to advise you that I have this day forwarded the deed to Mrs. Houghton for her signature and that of Ruth Griffith. I received this deed from Mrs. Griffith yesterday, and therefore the delay in forwarding the same.

Very truly yours,

R

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 2865 RECTOR

March 16th 1917

Re Mr. Griffith's Income Tax Statement
(attach telegram to Barry)

Items of disbursements made up as follows:

Ranch labor and board	$4928.31
Ranch routing supplies	1099.37
Oil well on ranch, labor and board	5129.00
Oil well supplies	6392.39
Irrigation for ranch supplies and labor	1079.50
Labor and supplies on camera experimental work	3131.08
Salary to Albert H. T. Banzhaf	1500.00
Total under item 32	23259.65
Net loss on Triangle Exhibiting Co. at Majestic Theatre, Los Angeles (figures received from Barry)	20739.00
Cascadian Spring Water Co., settlement of claim of $31,025 for $29,000	2025.00
Total under item 35	22764.00
San Pedro	120.00
Notes, Cascadian Spring Water Co.	19.62
Total under item 33	139.62
Bad debts, as stated by Barry (item 37)	1006.10

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Item 14 - Majestic salary (no tax deducted at source, as per Epping's wire)	$52,000.00
Salary from David W. Griffith Corporation	1,000.00
Total under item 14	53,000.00
Income from Epoch Co., tax deducted at source,	5,200.00
Item 18 - Interest from Bank deposits, etc., as per Barry's report	500.00
Item 21 -Partnership gains from Clune, as per Mr. Griffith's report	3,000.00

(Griffith's Income Tax Statement) #2

Royalties from Birth of Nation to date of assignment	$161384.85
5% of same paid to Bitzer, deduct,	8069.24
Dividends received from Epoch Co. to date of assignment, 245% on 6,000	14700.00

TO BE FILLED IN BY COLLECTOR.

Assessment List 23-B _____ (Month.)

Folio _____ *Line* _____

Above space to be stamped by Collector, showing district and date received.

Form 1040 (Revised October, 1916).

INCOME TAX.

THE PENALTY

FOR FAILURE TO HAVE THIS RETURN IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 1 IS $20 TO $1,000.

(SEE INSTRUCTIONS ON PAGE 4.)

UNITED STATES INTERNAL REVENUE.

TO BE FILLED IN BY INTERNAL REVENUE BUREAU.

File No. _____

Audited by _____

IMPORTANT.
Read this form through carefully. Fill in pages 2 and 3 before making entries on first page. Write legibly, using typewriter if possible.

RETURN OF ANNUAL NET INCOME OF INDIVIDUALS.

(As provided by Act of Congress approved September 8, 1916.)

FOR YEAR 1916.

Filed by (~~or for~~) D. W. Griffith, of Hotel Alexandria (Street and number.)
Los Angeles (Post-office address.), California (State.)

		Millions	Thousands	Hundreds	Cents
1. GROSS INCOME (brought from line 31)	22971.61	$	22	971	61
2. GENERAL DEDUCTIONS (brought from line 40)	5413.44	$	5	413	44
3. NET INCOME	17558.17	$	17	558	17

Dividends and personal exemption to be deducted in computing income subject to normal tax.

	Millions	Thousands	Hundreds	Cents		Millions	Thousands	Hundreds	Cents
4. Dividends brought from line 30	$	14	700	—					
5. Personal exemption (single, $3,000; married or head of family, $4,000)	$	4	000	—					
6. Total dividends and personal exemption (Items 4 and 5)	18700 —				$		18	700	—
7. AMOUNT OF INCOME subject to normal tax	15588.17				$		~~15~~	~~688~~	~~17~~
8. AMOUNT OF NORMAL TAX at rate of 2 per cent on income shown on line 7	311.76				$			~~311~~	~~76~~
9. CREDIT by amount of normal tax paid or to be paid at source (1 per cent of amount of income shown on line 25, Column A)	52				$			52	—
10. BALANCE of normal tax due	3065.62				$			~~2785~~	~~95~~

NOTE.—When the net income shown above on line 3 exceeds $20,000 the additional tax thereon must be calculated as per schedule below.

	Income.				Tax.			
	Millions	Thousands	Hundreds	Cents	Millions	Thousands	Hundreds	Cents
One per cent on amount over $20,000 and not exceeding $40,000	$	20	000	—	$		200	—
Two per cent on amount over $40,000 and not exceeding $60,000	$	20	000	—	$		400	—
Three per cent on amount over $60,000 and not exceeding $80,000	$	20	000	—	$		600	—
Four per cent on amount over $80,000 and not exceeding $100,000	$	20	000	—	$		800	—
Five per cent on amount over $100,000 and not exceeding $150,000	$	50	000	—	$		2500	—
Six per cent on amount over $150,000 and not exceeding $200,000	$	34	588	17	$		1473	53
Seven per cent on amount over $200,000 and not exceeding $250,000	$				$			
Eight per cent on amount over $250,000 and not exceeding $300,000	$				$			
Nine per cent on amount over $300,000 and not exceeding $500,000	$				$			
Ten per cent on amount over $500,000 and not exceeding $1,000,000	$				$			
Eleven per cent on amount over $1,000,000 and not exceeding $1,500,000	$				$			
Twelve per cent on amount over $1,500,000 and not exceeding $2,000,000	$				$			
Thirteen per cent on amount over $2,000,000	$				$		597	87
11. Total additional tax	597.87				$		~~651~~	~~38~~
12. Balance of normal tax due, as shown on line 10	3065.62				$		~~2785~~	~~95~~
13. TOTAL TAX DUE	3663.49				$		~~8249~~	~~99~~

c 2—2771

GROSS INCOME.

This statement must show in the proper spaces the ENTIRE AMOUNT of gains, profits, and income from all sources received during the year specified on page 1, EXCEPT interest received from the obligations of the United States or any of its possessions, or of any State or political subdivision thereof, including district drainage bonds; from securities issued under the provisions of the Federal Farm Loan Act of July 17, 1916; and amounts paid by a State or any political subdivision thereof for services rendered as an officer or employee.

DESCRIPTION OF INCOME. NOTE.—If husband and wife render separate returns, only the income and deductions of the husband or wife (as the case may be) who renders this return shall be included herein; but if separate returns are not rendered by both husband and wife the income and deductions of both husband and wife shall be included separately as provided on this form.	A. Income on which the tax has been paid or is to be paid at the source, at the rate of 1 per cent. (See Note 2.)	B. Income on which the tax has NOT been paid or is not to be paid at the source. (See Note 2.)
TOTAL AMOUNT DERIVED FROM—	Millions / Thousands / Hundreds / Cents	Millions / Thousands / Hundreds / Cents
14. Salaries, wages, and commissions	$ 52 00 —	$ 53 000 —
Wife's income		
15. Professions and vocations		
Wife's income		
16. Business, trade, commerce, or sales, or dealings in property, whether real or personal		
Wife's income		
17. Rents		
Wife's income		
18. Interest on notes, mortgages, bank deposits, and from all other sources other than reported on lines 19 and 22		500 —
Wife's income		
19. Interest on bonds, mortgages, or deeds of trust, or other similar obligations of domestic corporations, joint-stock companies or associations, and insurance companies		
Wife's income		
20. Fiduciaries* (excepting dividends from domestic corporations, which must be entered on line 29 below)		
Wife's income		
21. Partnership gains and profits, whether distributed or not (excepting dividends from domestic corporations, which must be entered on line 28 below). (Net gains or profits must be reported here and in Column B only)		3000 —
Wife's income		
NOTE.—Give name and full address of partnership of which you are a member.		
22. Interest upon bonds, etc., issued in foreign countries, and dividends upon the stock of foreign corporations, etc., engaged in business in foreign countries		
Wife's income		
23. Royalties from mines, oil wells, patents, franchises, or other legalized privileges		153315 61
Wife's income		
24. Other sources not enumerated above		
Wife's income		
NOTE.—State here sources from which income entered on line 24 is received and amount received from each.		
25. TOTALS (NOTE.—Enter 1 per cent of total amount of Column A on line 9)	$ 52 00 —	$ 209815 61
26. AGGREGATE TOTALS OF COLUMNS A AND B		$ 215015 61
27. Dividends on stock of corporations, etc., subject to like tax	$ 147 00 —	
Wife's income		
28. Dividends received through partnership. (See line 21)		
Wife's income		
29. Dividends received through fiduciaries. (See line 20)		
Wife's income		
30. TOTAL DIVIDENDS. (Lines 27, 28, and 29.) (Enter on line 4)		$ 147 00 —
31. TOTAL GROSS INCOME (to be entered on line 1)		$ 2297 15 61

* There should be included under this item all income received from guardians, trustees, executors, administrators, receivers, conservators, or other persons acting in a fiduciary capacity.

NOTE 1.—If income derived from sale of property acquired before March 1, 1913, is returned above, attach a statement showing (*a*) fair market price or value as of March 1, 1913, (*b*) price at which property was sold, and (*c*) how fair market price or value as of March 1, 1913, was determined.

NOTE 2.—Enter in column A only the income on which the normal tax has been or is to be paid at the source. Other income should be entered in column B. For example: A salary of $10,000 is received and personal exemption of $4,000 claimed. Enter in column A $6,000 (the amount of income on which the normal tax was withheld) and in column B $4,000 (the amount of salary on which no tax was withheld).

GENERAL DEDUCTIONS.

NOTE.—Claims for deductions may not be allowed unless the information required below is clearly set forth.

	Millions	Thousands	Hundreds	Cents
32. The amount of necessary expenses actually paid within the calendar year for which the return is made, in carrying on any individual business. (There must not be included under this head personal, living, or family expenses, business expenses of partnerships, or cost of merchandise. Amounts paid for permanent improvement or betterment of property are not proper expense deductions)	$	23	259	65
Wife's deduction				
33. All interest paid within the year on personal indebtedness of taxpayer			139	62
Wife's deduction				
34. All national, foreign, State, county, school, and municipal taxes or taxes imposed by other taxpaying subdivisions of any State, paid within the year, not including those assessed against local benefits		7	965	07
Wife's deduction				
35. Losses actually sustained during the year, incurred in my business or trade, or arising from fires, storms, shipwreck, or other casualty, and from theft, not compensated for by insurance or otherwise		22	764	—
Wife's deduction				
NOTE.—State (*a*) of what the loss consisted, (*b*) when it was actually sustained, (*c*) how it was determined to be a loss, and (*d*) if sustained by sale of property acquired before March 1, 1913, the fair market price or value as of that date and how such value was determined.				
Investment in Cascade in Spring Water Co of $31,000, $29,000 of which was returned in bonds. Triangle Exhibiting Co, at Majestic Theatre, Los Angeles, $30,729.—				
36. Losses sustained during the year in transactions entered into for profit but not connected with my business or trade. (No amount in excess of aggregate income from these sources is allowable)				
Wife's deduction				
NOTE.—State total income during the year from such transactions ($). Give the same information called for in note under line 35.				
37. Debts past due which have been actually ascertained to be worthless and which have been charged off within the year		1	006	10
Wife's deduction				
NOTE.—State (*a*) of what the debts consisted, (*b*) when they were created, (*c*) when they became due, (*d*) how they were actually determined to be worthless, and (*e*) whether included as income in this or previous return.				
Personal loans made during year and charged off Dec. 31, 1916				
38. Amount representing a reasonable allowance for the exhaustion, wear, and tear of property arising out of its use or employment in business or trade. (No deduction is allowable for any amount of expense of restoring property or making good the exhaustion thereof for which an allowance is made in this return, or for depreciation of residential property not maintained for rental. In the case of buildings depreciation is to be computed exclusive of cost of land)				
Wife's deduction				
NOTE.—State (*a*) the kind of property on which depreciation is taken (if buildings, state when erected and of what material constructed), (*b*) cost of same, and (*c*) what percentage of depreciation is claimed.				
39. Amount representing a reasonable allowance for depletion (*a*) in the case of oil and gas wells for actual reduction in flow and production, and (*b*) in the case of mines not exceeding the market value in the mine of the product mined and sold during the year for which return is made				
Wife's deduction				
NOTE.—The depletion allowable shall be at a rate which during the estimated life of the property being depleted will return: The *cost* of the property, if acquired after March 1, 1913, or The *fair market value* as of March 1, 1913, if acquired before that date. State (*a*) the cost of property if purchased after March 1, 1913, (*b*) the fair market value as of March 1, 1913, if purchased prior to that date, (*c*) how such value was determined, and (*d*) the basis upon which the amount of depletion claimed is computed.				
40. TOTAL "GENERAL DEDUCTIONS" (to be entered on line 2)	$	5	513	4xx ~~5141 783~~

NOTE.—If space is insufficient for answering any question, attach a supplemental sheet to this return.

COMPLETE ANSWERS SHOULD BE GIVEN TO THE FOLLOWING QUESTIONS.

If you rendered return for *preceding* year, state district in which filed 6th Dist Los Angeles California

If your husband or wife made separate return for *this year*, state district in which filed not known

Were you the head of family, single, or married with wife or husband living with you on December 31 of the year for which this return is rendered? yes

If married, give full name of wife or husband Linda A. Griffith (living separate)

If head of family, give relationship of those dependent upon you sister and wife

Has your wife or husband income from sources independent of your own? not know If so, has same been included in this return? no

State your profession, vocation, or principal business from which your income is derived

AFFIDAVIT TO BE EXECUTED BY INDIVIDUAL MAKING HIS OWN RETURN.

I swear (or affirm) that the foregoing return, to the best of my knowledge and belief, contains a true and complete statement of all taxable gains, profits, and income received by me during the year for which the return is made, and that I am entitled to all the deductions and exemptions entered or claimed therein under the Federal Income Tax Law of September 8, 1916.

D W Griffith
(Signature of individual.)

Sworn to and subscribed before me this 17 day of March, 191 7

[SEAL]

Belle Cohen
NOTARY PUBLIC
NEW YORK COUNTY No. 278
NEW YORK REGISTER No. 6223
MY COMMISSION EXPIRES MAR. 30, 1918

AFFIDAVIT TO BE EXECUTED BY DULY AUTHORIZED AGENT MAKING RETURN FOR INDIVIDUAL.

I swear (or affirm) that I have sufficient knowledge of the affairs and property of to enable me to make a full and complete return of his taxable income and that the foregoing return, to the best of my knowledge and belief, contains a true and complete statement of all the taxable gains, profits, and income received by said individual during the year for which the return is made, and that the said individual is entitled under the Federal Income Tax Law of September 8, 1916, to all the deductions and exemptions entered or claimed therein, and that I am authorized to make this return for the following reasons:

(Signature of agent.)

(Post-office address of agent.)

Sworn to and subscribed before me this day of , 191

[SEAL]

(Official capacity.)

INSTRUCTIONS.

1. This return shall be made by every citizen of the United States, whether residing at home or abroad, and by every person residing in the United States, though not a citizen thereof, having *a net income* of $3,000 or over, *including dividends*, for the taxable year, although the tax has been paid at the source and the return shows no tax liability.

2. This return shall be made by every *nonresident alien* receiving any net income from sources in the United States. A nonresident alien individual may receive the benefit of the personal exemption only by filing or causing to be filed with the Collector of Internal Revenue a true and accurate return of his total income, received from all sources, corporate or otherwise, in the United States.

3. When an individual by reason of minority, sickness, or other disability, or absence from the United States, is unable to make his own return, it may be made for him by his *duly authorized* representative.

4. This return should be filed with the Collector of Internal Revenue for the district in which the individual resides. In case the person resides in a foreign country, then with the Collector for the district in which his principal business is carried on in the United States, and if there be no such place in the United States, then with the Collector of Internal Revenue at Baltimore, Maryland.

5. When the return is not filed within the required time by reason of sickness or absence of the individual, an extension of time, not exceeding 30 days from March 1, within which to file such return may be granted by the Collector, *provided*, a written application therefor is made by the individual within the period for which such extension is desired.

6. An unmarried individual or married individual not living with husband or wife shall be allowed an exemption of $3,000. When husband and wife live together they shall be allowed jointly a total exemption of only $4,000 on their aggregate income. The head of a family shall be allowed an exemption of $4,000. Guardians or trustees shall be allowed an exemption of $3,000 in favor of each ward, but in no event shall a ward be allowed a greater personal exemption than $3,000 or, if married, $4,000, from the amount of net income received from all sources. There shall be allowed an exemption of $3,000 from the amount of the net income of estates of deceased persons during the period of administration or settlement, and of trusts or other estates the income of which is not distributed annually.

7. Amounts charged on line 32 for restoring property or making good the exhaustion thereof from its use in business, together with the amount claimed for depreciation on line 38, must not exceed the deterioration of the property in one year.

c 2—2771

Make Check Payable to

WILLIAM J. SWAIN, State Treasurer.

State of Delaware

Treasury Department

Dover, Del., _____ *191*

7 D. Q. G. Corp.

Corp. Tr. Co. of A. ✓

To THE STATE OF DELAWARE, Dr.

To Franchise Tax for year 1916, Due March 30 1917	45	83
Penalty - - - : - - -		
To Franchise Tax for year 191 , Due March 191 -		

All Taxes Not Paid before the first of July next following date upon which they are due, are liable to a penalty of one per centum of amount per month from said July 1st until date of payment. This penalty should be included when making remittance.

CHARTERS of corporations, two years in arrears for tax, **BECOME VOID,** by operation of law, upon the Wednesday after the third Tuesday in March.

☞ *Please return this statement with remittance to be receipted.*

RECEIVED PAYMENT,

JUN 9 1917

WILLIAM J. SWAIN,
STATE TREASURER, DOVER, DEL.

Per Ledenham

Check # 19

Internal Revenue Office,

Newark, N. J.,

3/20/17

D. W. S. Corporation
15 Exchange Place Jersey City N J

Your corporation return for 1916, received.

Please advise me as to the date of incorporation of your company and, if prior to Jan. 1, 1916, where your previous returns of annual net income were filed.

Charles V. Duffy,

Collector.

March 22nd 1917

Charles V. Duffy, Collector,
Internal Revenue Office,
Newark, N. J.

Dear Sir:

In reply to your letter of the 20th inst., addressed to the D. W. G. Corporation, beg to advise that this corporation was incorporated on or about May 22nd 1916, and therefore no previous return has been filed.

Very truly yours,

R.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

March 22nd 1917

John P. Carter, Esq.,
Collector, Internal Revenue,
Los Angeles, California.

Dear Sir:

I enclose herewith income tax statement of David W. Griffith, of Los Angeles, California, duly verified by him.

Mr. Griffith's time in which to file the same was extended until April 1st by you.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

R
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

M. ROSENBERG,
GENERAL MANAGER

DE LUXE FEATURE FILM COMPANY

1214½ THIRD AVENUE, SEATTLE, WASH.

REPRESENTATIVES

LEWIS J. SELZNICK ENTERPRISES
CLARA KIMBALL YOUNG PRODUCTIONS

SEATTLE, 3/24/17

Wark, Producing Co.,
807 Longacre Bldg.,
New York, N. Y.,

Dear Sir:- Att. Mr. Guy Smith

Enclosed find agreements on, "INTOLERANCE", also draft for $12,000.00.

Upon receipt of this letter I wish you would let me know at once just what day you will have the prints shipped, as I expect to open up in Seattle the later part of April, providing, I can get all my advertising here by that time.

Would also like to know what percentages you received and the names of the Theatres you played in this territory.

Wish you would also send the music just as soon as possible, as we want to get ready for rehearsals.

Trusting you will give the above your immediate attention and thanking you in advance I remain,

Very truly yours,

DE LUXE FEATURE FILM CO

M. Rosenberg

RM/BM By----------

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM L

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1917 MAR 24 AM 4 34

E 58 KS 61 NL

SAN FRANCISCO CALIF 23

GUY C SMITH

MGR WALK PRODUCING CORP LONGACRE BLDG 42 AND BDWAY NEW YORK NY

EVERY SURETY COMPANY EXISTING HAS CONDITION PRECEDENT TO WRITING BOND THAT COLLATERAL TO FULL AMOUNT OF PENALTY BE DEPOSITED WITH THEM BESIDES EXACTING A HEAVY ANNUAL PREMIUM THIS AN UNNECESSARY BURDEN AND EXPENSE WILL YOU ACCEPT BOND OF HENRY G MEYER AND SAMUEL MEYER BOTH STOCKHOLDERS ALL STAR PROMINENT LOCAL FINANCIERS AND WORTH JOINTLY IN EXCESS MILLION DOLLARS WIRE IMMEDIATE ANSWER

SOL LESSER.

B O N D

ALL STAR FEATURES DISTRIBUTORS INC.

(a corporation)

-to-

WARK PRODUCING CORPORATION

Dated: March 27th. ,1917.

JACOB SAMUELS
OSCAR SAMUELS
ATTORNEYS AT LAW
630 MILLS BUILDING SAN FRANCISCO

KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR FEATURES DISTRIBUTORS, INC., a corporation organized and existing under and by virtue of the laws of the State of California, with its principal place of business in the City and County of San Francisco, State aforesaid, as principal, and HENRY G. MEYER and SAMUEL MEYER, both of said City and County of San Francisco, as sureties, are held and firmly bound unto WARK PRODUCING CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, hereinafter called the obligee, its successors and assigns, in the full and just sum of Fifteen Thousand ($15,000.) Dollars, United States Gold Coin, for the payment of which sum of money well and truly to be made and done, said principal binds itself, its successors and assigns, and the said sureties bind themselves, their heirs, executors and administrators, jointly and severally, by these presents.

Signed, sealed and delivered this 27th day of March, 1917.

The condition of this obligation is such that, whereas heretofore by instrument in writing dated the 13th day of March, 1917, said obligee and principal did enter into a written contract wherein and whereby said obligee did lease to said principal two (2) prints of the copyrighted motion picture photoplay entitled "INTOLERANCE" for the term of ten (10) years from the date thereof, for exhibition and exploitation in the territory in said contract set forth, and upon all the terms and conditions thereof, which said contract is hereby referred to and hereby made a part hereof for all the purposes of this obligation as fully as if herein at length set forth.

NOW THEREFORE, if the said principal shall faithfully fulfill and perform said contract, and all the terms

JACOB SAMUELS
OSCAR SAMUELS
ATTORNEYS-AT-LAW
SAN FRANCISCO

and conditions thereof, and all the covenants, promises and undertakings on the part of the principal therein contained, then this obligation shall be void; otherwise to remain in full force and effect.

ALL STAR FEATURES DISTRIBUTORS, INC.

by Sol Lesser
Its President

by J. Samuels
Its Secretary

Henry G. Meyer

Samuel Meyer

JACOB SAMUELS
OSCAR SAMUELS
ATTORNEYS-AT-LAW
SAN FRANCISCO

STATE OF CALIFORNIA,)
) SS.
City and County of San Francisco.)

HENRY G. MEYER and SAMUEL MEYER, the sureties named in the foregoing bond, being first duly sworn, each for himself deposes and says:

That he is a resident and freeholder within said City and County of San Francisco and is worth the sum of Fifteen Thousand ($15,000.) Dollars over and above all of his debts and liabilities, exclusive of property exempt from execution.

Henry G. Meyer

Samuel Meyer

Subscribed and sworn to before me,
this 27th day of March, 1917.

Julius Lehman
Notary Public in and for the City and County of San Francisco, State of California.

JACOB SAMUELS
OSCAR SAMUELS
ATTORNEYS-AT-LAW
SAN FRANCISCO

RENTING A SPECIALTY

HOME PHONE CITY 2281

JOHN RIEHL

REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET

SECOND FLOOR

LOUISVILLE, KY. March 28,1917

Mr. Albert T. Banshof,
2 # Rector Street,
New York, N. Y.

Dear Sir:-

I am inclosing you the deed to the property located at 2918 Portland Avenue, Louisville, Ky., which I received this day from Mrs. Ruth Houghton. The signature of Mr. Dave W. Griffiths must be acknowledged before a Notary Public and not a Commission of Deeds, so you will please have Mr. Dave W. Griffiths to have his signature acknowledged before a Notary Public, as the Kentucky Title Company will not insure the title unless same is acknowledged in the said way.

Also I notice that the names of Mr. W. W. Griffiths and his wife Mary Griffiths have not been signed to this deed. I have written to Mrs. Ruth Houghton this day also, in regard to Mr. W. W. Griffiths and his wife Mary Griffiths to get some information in regard to where they can be found and if they are living, so they can sign this deed also. If they are not living we must have an affidavit stating their death.

Also I wish to ask you if you have heard anything from the deed that you forwarded to Mr. Albert Griffiths, in Australia.

Hoping that you will see that this deed is properly signed and please return same to me.

Yours very respectfully,

John Riehl

JR-EHG

Griffith Spec.

March 30th 1917

Mr. W. W. Griffith,

La Grange, Kentucky.

Dear Sir:

As attorney for your brother, David Griffith, I have had him sign a deed of the Kentucky property left by your mother to Louis R. Davis and wife. This deed has been signed by your sister, Mrs. Ruth Houghton, Lynn Griffith, Carrie Griffith, Willard Griffith and Miss Ruth Griffith, and it now requires the signatures of yourself and wife.

Will you kindly advise me if I should mail the same direct to you for signature, and oblige

Very truly yours,

AHTB/R

Griffith Case

March 30th 1917

Mr. John Riehl,
504 West Jefferson Street,
Louisville, Kentucky.

Dear Sir:

In reply to your favor of the 28th inst. enclosing the Griffith deed and requesting that Mr. Griffith acknowledge the same before a notary instead of a commissioner of deeds, beg to advise that Mr. Griffith has left for Europe and will not return for a period of about two months, and therefore cannot comply with your request. However, I could take an acknowledgement and oath before a notary public as subscribing witness to Mr. Griffith's signature, if that will be agreeable to the Title Co.

In reference to W. W. Griffith and his wife, Mary Griffith, I believe they reside at LaGrange, Kentucky, and arrangements can be made to have them sign the deed at once.

As yet I have not received word from Albert Griffith as to the deed which I forwarded to him as per your request some time ago.

Kindly advise me if I should acknowledge the

J.R.--#2 (3/30/17)

same as subscribing witness or await Mr. Griffith's return when he can acknowledge the same before a notary public.

Regretting the delay and inconvenience in this matter, I remain

Very truly yours,

AHTB/R

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE CONNECTION

MAR 31 1917 191

Dudley G. Eldridge (INC.)
SHIRT MAKER
9 EAST 48TH STREET
NEW YORK

Acct Comp
Paid 10/24/17

Sold to R. D. Griffiths Esq

Mar. 12	3 prs of drawers	150	450	
	1 St. Dck.		1000	
	2 Studs		700	
	12 Downs Collars		500	
	6 Lanzer Collars		200	
	1 pr of Gloves		300	
	3 prs of Slippers	300	900	
	6 Scarf	200	1200	
	2 Hdkchiefs	150	300	
	3 "	200	600	
	2 "	250	500	
	2 Dow. Ties	150	300	
	6 Dress Ties	50	300	
				7250

NOT RESPONSIBLE FOR GOODS LEFT AT HOTELS

D W G Corp

New York, March 31st 1917.

Mr. D.W.Griffith (Assigned D.W.G. Corporation)

In Account with

Epoch Producing Corporation

Net earnings, month of March, 1917, as per Treasurer's report,			$58,917.17
D.W.Griffith's share, 37½% (Assigned)		$22,093.93	
D.W.G.Corporation,	60%	$13,256.36	
R.E.Aitken	40%	8,837.57	

TREASURER'S REPORT MONTH ENDING MARCH 31st,1917.

EPOCH PRODUCING CORPORATION.

Income:	Co. A.	24,936.08	
	B	24,297.72	
	C	17,957.20	
	D	17,326.45	
	E	13,277.03	
	F	16,123.28	
	G	8,680.00	
	H	13,178.11	
Australian Co.#2		757.66	136,533.53
Rights:	New England	191.53	
	Western	4,583.73	4,775.26
Royalty on Music			45.78
Production Supplies			18,155.39
George Bowles,Mgr. Australian Cos.			818.31
A.L. Grey, " " "			140.
Fred R. Zweifel,Mgr.			20.
			160,468.47
Expense:	General	5,884.59	
	Co. A.	11,509.37	
	B	10,761.62	
	C	9,097.19	
	D	9,940.98	
	E	9,142.59	
	F	8,454.12	
	G	6,261.10	
	H	8,064.26	
Australian Co.#1		960.13	
" " #2		576.90	80,672.85
	Outstanding Accounts		20,878.45
			101,551.30
			160,468.47
			101,551.30
	Profit		$58,917.17

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D E Kuxen Frakur

John Leo

"

RENTING A SPECIALTY

HOME PHONE CITY 2281

JOHN RIEHL

REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET

SECOND FLOOR

LOUISVILLE, KY. Apr 3,1917.

Mr. Albert T. Banshof,
2 Rector Street,
New York City, N. Y.

Dear Sir:-

Your letter of March 30th at hand in reference to the deed for the property located at 2918 Portland Avenue, Louisville, Ky., which I had mailed you for Mr. Dave Griffith to have acknowledged before a notary public. This cannot be acknowledged before any other person except a notary public, as this is the law of Kentucky. I am sorry that it was not done that way at first according to my instructions. We will have to wait until Mr. Dave Griffith returns from Europe and then have him acknowledge same. Another certificate must be filled in then and he must resign his name and acknowledge same, but in the meantime you will please remail me the deed so I can send same to LaGrange, Ky., to have Mr. W. W. Griffith to sign same also.

After that I will send it back to you to hold until Mr. Dave Griffith returns, and then you will see to it that it is properly signed and acknowledged.

Hoping that you will let me hear from you at your earliest convenience, I beg to remain,

Yours very respectfully,

John Riehl

JR-FHG

THE GRIFFITH COLLECTION
MUSEUM OF MODERN ART NEW

Form 1201

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 195 Broadway, N. Y.

V47GS BGM 43 NL

ONTARIO CALIF APR 4 1917

ALBERT H T BANZHAF

8812

2 RECTOR ST NEWYORK NY

DEAR SIR LET ME KNOW IF YOU RECEIVED MY WIRE IN REGARD TO ALLOWANCES I WIRED YOU WILLARDS IS FIFTY DOLLARS AND AUNTIES ONE HUNDRED FIFTY THANKING YOU KINDLY FOR THE TROUBLE WE ARE CAUSING YOU I AM YOURS SINCERELY ADDRESS UPLAND CALIF.

RUTH GRIFFITH

1218AM

Municipal Court Summons.

L. Sonnenberg Co., Printers and Stationers
320 Broadway, New York.

INDEX No. YEAR 191 .

Municipal Court of The City of New York

Borough of Manhattan, Third DISTRICT.

ANTHONY BAGAROZY,

Plaintiff

against

WARK PRODUCING CORPORATION

Defendant

Plaintiff's Address 1495 Broadway
New York City

SUMMONS.

To the above-named Defendant:

You are hereby Summoned to appear in this action, in the Municipal Court of the City of New York, Borough of Manhattan, Third District, before the clerk of the said Court at his office at 314 West 54th Stre t, in the Borough of Manhattan in the City of New York, within five days after the service of this summons upon you, exclusive of the day of service, and to make answer to the complaint; and if you fail to make answer judgment will be taken against you for the sum of One Hundred and Fifty Three Dollars, with interest thereon from the day of 191 , together with the costs of this action

Dated, New York City, the 4th day of Apr il , 1917.

CELLER & KRAUSHAAR
Attorneys for Plaintiff
(Office and Post Office Address)
51 Chambers Street,
Borough of Manhattan New York City.

The nature and substance of the cause of action herein is:

The nature and substance of the defendant's answer herein is:

Affidavit of Service on Individual(s)

City and State of New York, County of : ss.:

being duly sworn, deposes and says, that on the day of 191 , at No. in the Borough of City of New York, he served the within Summons and Complaint on

the Defendant therein named, by delivering to and leaving a true copy of each thereof with said defendant personally; deponent knew the said person so served as aforesaid to be the same person mentioned and described in said summons and complaint as the defendant therein; deponent is over the age of 18 years and not a party to the action.

Sworn to before me this
day of 191

Commissioner of Deeds, City of New York,
Notary Public, County of

Affidavit of Service on a Corporation

City and State of New York, County of ss.:

being duly sworn, deposes and says, that on the day of 191 , at No. in the Borough of , City of New York, he served the within summons and complaint on

a corporation, the defendant therein named, by delivering to and leaving a true copy of each thereof personally with an officer of said corporation, to wit, its ; deponent knew said corporation so served as aforesaid to be the same corporation mentioned and described in said summons and complaint as the defendant therein, and knew said to be such officer thereof; deponent is over the age of 18 years and not a party to the action.

Sworn to before me this
day of 191

Commissioner of Deeds, City of New York,
Notary Public, County of

Index No. Year 191

Vol. Fol.

Municipal Court of The City of New York

Borough of

District

Plaintiff,

against

Defendant.

Summons.

Attorney for Plaintiff

(Office and Post Office Address)

Borough of New York City.

Fol. 1.

MUNICIPAL COURT OF THE CITY OF NEW YORK
Borough of Manhattan, Third District.

- -X
:
ANTHONY BAGAROZY,
:
Plaintiff,
:
-against-
:
WARK PRODUCING CORPORATION,
:
Defendant.
- -X

Plaintiff, by CELLER & KRAUSHAAR, his attorneys, for his complaint against the defendant, respectfully shows to this court and alleges:

2.

FIRST: Upon information and belief that the defendant, at all the times hereinafter mentioned, was and still is a domestic corporation.

SECOND: That heretofore and on the 7th day of June, 1915, in an action in the Municipal Court of the City of New York, Borough of Manhattan, Third District, wherein the above named plaintiff was plaintiff, and one, Albert M. Pesce was defendant, a judgment was duly recovered in favor of the plaintiff and against the said Pesce for the sum of $257.95, damages and costs.

3.

THIRD: That thereafter and on the 10th day of June, 1915, a transcript of said judgment was duly filed and said judgment was duly docketed in the Clerk of the respective counties of New York and Kings.

FOURTH: That thereafter, and on said 10th day of June, 1915, an execution against the property of said judgment debtor, Albert M. Pesce was duly issued to the Sheriff of the County of Kings, where said judgment debtor then resided and still resides, and said Sheriff returned said ex-

Fol. 4.

ecution wholly unsatisfied and said judgment remains wholly unpaid.

FIFTH: That at all the times hereinafter mentioned the defendant, Albert M. Pesce was in the employ of the defendant, and the defendant agreed to and did pay Albert M. Pesce a salary at and after the rate of Ninety ($90.) Dollars per week.

SIXTH: That on the 10th day of November, 1916, an order was duly made by Hon. Daniel F. Cohalan, one of the justices of the Supreme Court, which said order bore said
5. date, and was duly filed in the office of the Clerk of the County of New York, and which said order directed that an execution issue to the Sheriff of the County of New York against the wages, earnings and salaries of said Albert M. Pesce, the judgment debtor, due and owing to him from the defendant or which shall thereafter become due and owing to him, to the amount of $9.00 per week, ten percent per week of said salary of said judgment debtor, and which said order further directed thatsaid execution shall become a lien and continuing levy upon the wages, earnings and salary of said judgment debtor due or to become due to him,
6. at a sum not exceeding ten percent of his said salary.

SEVENTH: That thereafter and on the 10th day of November, 1916, an execution indue form of law was duly issued to the Sheriff of the County of New York, said county being the county where said defendant had and still has its principal place of business, in compliance with said order of said justice of the Supreme Court.

EIGHTH: That thereafterand on the 15th day of November, 1916, a copy of said execution was duly served upon this defendant together with a certified copy of said order

Fol. 7. of said Justice of the Supreme Court filed as aforesaid, upon the defendant.

NINTH: Upon information and belief that after the service of said execution upon said defendant, and on November 18th, 1916, November 25th, 1916, December 2nd, 1916, December 9th, 1916, December 16th, 1916, December 23rd, 1916, December 30th, 1916, January 6th, 1917, January 13th, 1917, January 20th, 1917, January 27th, 1917, February 3rd, 1917, February 10th, 1917, February 17th, 1917, February 24, 1917, March 3rd, 1917 and March 10th, 1917, and on said dates respectively, there became due and owing to the
8. said judgment debtor as his wages, salary and earnings, the sum of Ninety ($90.) Dollars on each day respectively, making a total of Fifteen Hundred and Thirty ($1530.) Dollars, which said respective sums on said dates named the defendant actually paid to said judgment debtor in full, and without deduction and regardless of the said execution for ten percent of his salary above set forth, which said defendant was required, by said execution to pay to the Sheriff of the County of New York, ten percent, amounting in all to the sum of One Hundred and Fifty Three ($153.) Dollars.

9. TENTH: That said defendant failed, omitted and neglected to pay said sum to the Sheriff of the County of New York although said Sheriff duly demanded the payment of the same, but said defendant unreasonably neglected and failed to pay same to said Sheriff, and has at no time paid any part thereof.

WHEREFORE, plaintiff demands judgment against the defendant for the sum of $153.00 besides the costs and disbursements of this action.

CELLER & KRAUSHAAR,
Attorneys for plaintiff,
51 Chambers Street, Manhattan
NEW YORK CITY

C

STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK, } ss.:

Meyer Kraushaar,

being duly sworn, says that he is ~~the~~ one of the atorneys for plaintiff in the above entitled action, and that he has read the foregoing complaint and knows the contents thereof, and that the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters he believes it to be true.

That the reason why this verification is made by deponent and not by plaintiff is because all of the material allegations of the pleading are within deponent's personal knowledge.

Sworn to before me this 9 day of April 191 7 }

Meyer Kraushaar

Rose Mackenzie

Commissioner of Deeds,
City of New York,
~~*Notary Public,*~~
~~*New York County.*~~

City and County of New York, *ss.:* ..... being duly sworn says: that he is ..... years of age: that on the ..... day of ..... 191 at ..... in the Borough of ..... City of ..... at ..... M. ..... he served the within ..... upon ..... in this action, by delivering to and leaving with ..... personally a true copy thereof .....

And deponent further says, that he knew the person so served to be ..... the defendent ..... herein.

Sworn to before me this ..... day of ..... 191 ..... }

Commissioner of Deeds,
City of New York,
Notary Public,
New York County.

SIR:

Please to take notice that the within is a copy of ..... this day duly entered in the above entitled action in the Office of the Clerk of the within named Court.

Dated, NEW YORK ..... 191.....

Yours, &c.,

CELLER & KRAUSHAAR

Attorneys for

51 CHAMBERS ST.
BOROUGH OF MANHATTAN,
CITY OF NEW YORK

To

Attorney for

SIR:

PLEASE TAKE NOTICE that the within proposed order will be presented for settlement to Mr. Justice at the County Court House, County, on the day of 191 , at o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard.

Dated, NEW YORK, 191 .

Yours, &c.,

CELLER & KRAUSHAAR

Attorneys for

To Esq.,

Attorney for

Index No. 191 7

MUN. CT. MAN. 3rd District.

ANTHONY BAGAROZY,

Plaintiff,

-against-

WARK PRODUCING CORPORATION

Defendant

SUMMONS AND COMPLAINT.

CELLER & KRAUSHAAR

ATTORNEYS FOR .....

51 CHAMBERS ST.

BOROUGH OF MANHATTAN, NEW YORK CITY

To Served Apr. 12 - 17 Esq.,

Attorney for

Due, proper and timely service of a copy of the within is hereby admitted.

Dated, NEW YORK, 191

Attorney for

BOND

M. ROSENBERG and A. ROSENBERG

Doing business as the

DE LUXE FEATURE FILM COMPANY

To

WARK PRODUCING CORPORATION

New York City

HARTFORD ACCIDENT AND INDEMNITY

COMPANY.

Henry Broderick INC.

LOANS
RENTALS
INSURANCE
REAL ESTATE

HOGE BUILDING
SEATTLE
MAIN 8087

KNOW ALL MEN BY THESE PRESENTS, That we M. ROSENBERG and A. ROSENBERG, Co-partners, doing business under the firm and style of the DE LUXE FEATURE FILM COMPANY, of Seattle, Washington, as Principal, and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut, and authorized to transact the business of Surety in the State of Washington, as Surety, are held and firmly bound unto WARK PRODUCING CORPORATION, A Corporation organized and existing under the laws of the State of New York, in the full and just sum of TWELVE THOUSAND AND NO/100 ($12,000.00) DOLLARS, for which sum well and truly to be paid, we bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated at Seattle, Washington, this 5th day of April, 1917.

WHEREAS, by a certain Agreement bearing date of March 13th, 1917, made between the above bounden M. Rosenberg and A. Rosenberg, Co-partners, doing business under the firm and style of the DE LUXE FEATURE FILM COMPANY, of the party of the first part, and designated in said agreement as the Lessees, and Wark Producing Corporation, A Corporation of New York, as party of the second part, and designated in said Agreement as the Lessor, wherein it is agreed among other things, as follows:-

1. "The Lessor is the owner of the copyrighted motion picture photoplay entitled "INTOLERANCE" and has the sole right to distribute the same throughout the territory hereinafter specified.

2. The Lessor hereby leases to the Lessees, two prints of the said photoplay for the term of ten years from the date hereof for exhibition and exploitation in the territory hereinafter specified for a rental of FIFTEEN THOUSAND AND NO/100 ($15,000.00) DOLLARS, payable as hereafter provided.

THREE THOUSAND ($3,000.00) DOLLARS on the execution and delivery of this contract, receipt hereof is hereby acknowledged. TWELVE THOUSAND ($12,000.00) DOLLARS to be paid on or before April 2nd., 1917, and 25% of the net profits of the said Lessees in its exhibition and exploitations of said photoplay in excess of FIFTEEN THOUSAND ($15,000.00) DOLLARS, said net profits to be calculated as hereinafter provided.

3. The Territory hereinbefore referred to within which said photoplay and prints may be exhibited and exploited is as follows: The States of Oregon, Washington, Idaho and Montana.

4. Net profits, as hereinbefore referred to shall be calculated as follows: By deducting from the gross receipts of the Lessees in their exhibition and exploitation of said photoplay, all monies actually expended solely in connection with such exhibition, and exploitation, and by deducting further for Home Office maintenance a reasonable proportion of overhead expenses amounting to 8% of such goss receipts. It is further agreed that no representation of the Lessees, outside of the Home Office, shall receive a salary in excess of $100.00 weekly.

The Lessees agree to keep full and correct accounts of all expenditures and receipts in connection with the exhibition and exploitation of the said photoplay "INTOLERANCE".

12. The Lessees agree that they will not, prior to June 1st., 1918, permit the exhibition of said photoplay at any place except in theaters of the first class, and will not permit the exhibition thereof unless One ($1.00) Dollar admission fee is advertised and charged for at least 20 seats and fifty cents admission fee is charged for at least one-quarter of the seats on the main floor at all performances, and that it will not prior to June 1st., 1920, permit an exhibition thereof unless a fifty cents admission fee is advertised and charged for at least one quarter of the seats on the main floor for all evening performances, and after said period, it will not permit an exhibition thereof unless an admission fee of fifty cents is charged for at least twenty seats on the main floor, and that in no event at any time during the term of this contract shall an admission fee of less than twenty-five cents be charged.

NOW THEREFORE, the condition of this obligation is such that if the above bounden M. Rosenberg and A. Rosenberg, Co-partners doing business under the firm and style of the De Luxe Feature Film Company, their heirs, executors, administrators and assigns shall fully and faithfully perform that portion of said agreement hereinbefore set forth, then this obligation shall be void; otherwise to remain in full force and effect.

THIS BOND shall expire on April Fifth, 1918, but may be renewed from year to year by mutual consent of the parties hereto.

THIS BOND IS EXECUTED AND ACCEPTED UNDER THE FOLLOWING CONDITION:

THAT THE above named Surety, the HARTFORD ACCIDENT AND INDEMNITY COMPANY, shall have the right to terminate its liability hereinunder by serving registered notice of its election so to do upon the Lessor, the Wark Producing Company, at its office in New York City, and thereupon the said Surety shall be discharged from any and all liability hereunder occurring after the expiration of thirty days from and after the service of such notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this Fifth day of April, 1917.

De Luxe Feature Film Co
by M Rosenberg
A. Rosenberg

HARTFORD ACCIDENT AND INDEMNITY COMPANY

ATTEST: Richard Ward
ATTORNEY-IN-FACT.

By Henry Broderick
ATTORNEY-IN-FACT.

CLASS OF SERVICE	
Fast Day Message	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the telegram will be transmitted as a fast day message.

COPY OF WESTERN UNION TELEGRAM

New York, April 5th 1917.

Mr. M. Rosenberg
Do Lux Nosture Film Company
1214½ Third Avenue, Seattle, Washingto

Send us bond you suggest and we will accept it if at all reasonable We not wish to delay matter and will do everything in our power to assist you to open in immediate future

Work Producing Corp.

Charge to Work Producing
Corp.

Form 2

WESTERN UNION TELEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

RECEIVER'S No.	TIME FILED	CHECK

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to

APRIL 9 1917 191

To MISS RUTH ~~EXX~~ GRIFFITH UPLAND CALIFORNIA

WILL MAIL MY CHECK FOR TWOHUNDRED DOLLARS

FIFTY DOLLARS OF WHICH YOU CAN SEND WILLARD

ALBERT H T BANZHAF

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1917 APR 5 AM 4 16

B62CH 78 NL

SEATTLE WSH 4

WARK PRODCUING CORPN

LONGACRE BLDG NEW YORK NY

NO SURETY COMPANY WILL ISSUE BOND ACCORDING YOUR CONTRACT CLAIM TOO MANY LOOPHOLES TO GET IN TROUBLE WITH WILL FURNISH BOND TO GUARANTEE PAYMENT OF YOUR TWENTY FIVE PERCENT INTEREST LIVING UP TO STIPULATION OF ADMISSION PRICES AND TO KEEP ACCURATE ACCOUNT IF ALL BOOKINGS AND MONEY RECEIVED PLEASE DO NOT DELAY THIS MATTER AND ACCEPT THIS AS WE HAVE ONLY SHORT TIME BEFORE WARM WEATHER COMMENCES WE ASSURE YOU YOU WILL NEVER HAVE ANY TROUBLE WITH US

M ROSENBERG.

April 9th 1917

Mr. John Riehl,
504 West Jefferson Street,
Louisville, Kentucky.

Dear Sir:

I have your favor of the 3rd inst. in regard to Lousville property, and beg to advise that I have this day forwarded the deed to W. W. Griffith with instructions for him and his wife to sign and acknowledge the same before a notary public in his County and to return the same to me so that when Mr. Griffith returns from London I may have him re-acknowledge the same in accordance with your suggestion.

I do not see why I cannot personally take an oath before a notary public and acknowledge the same as a subscribing witness to Mr. Griffith's signature. If this will be sufficient under your statutes, then you need not wait until Mr. Griffith returns for the same. However, unless you suggest this procedure I will await his return.

Very truly yours,

AHTB/R

D.W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 9th 1917

Mr. W. W. Griffith,

La Grange, Kentucky.

Dear Mr. Griffith:

I enclose herewith deed from yourself and wife and other heirs to Lewis R. Davis and wife of the Louisville property.

Will you and Mrs. Griffith kindly sign on the back thereof and acknowledge the same before a notary public of your County and have him sign the first acknowledgment and remail the same to me. Will you and Mrs. Griffith kindly sign on lines 1 and 2.

Very truly yours,

AHTB/R

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Butler,

RENTING A SPECIALTY

HOME PHONE CITY 2281

JOHN RIEHL

REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET

SECOND FLOOR

LOUISVILLE, KY. Apr. 10,1917.

Mr. Albert T. Banshof,

2 Rector Street,

New York City, N. Y.

Dear Sir:-

Please return the deed to me that I forwarded to you on the 28th day of March, so I can have same signed and acknowledged by Mr. W.W. Griffith and his wife, who now reside in La Grange, Ky.

Hoping that you will comply with this request, I beg to remain,

Yours very respectfully,

John Riehl

JR-EHG

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1204

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 1450 BROADWAY, NEW YORK ALWAYS OPEN

25NYS 54NL

X SEATTLE WN APL 10

GUY SMITH

WARK PRODUCING CO LONGACRE BLDG NY

0321

XXXX

WE ARE HAVING SOME TROUBLE WITH SURETY PEOPLE NOT WANTING TO ISSUE TWELVE THOUSAND DOLLAR BOND BUT HAVE AGREED TO ISSUE SIX THOUSAND GIVING THEIR REASON THAT OUR ASSETS OF FIFTY THOUSAND DOLLARS IN FILMS IS OF NO VALUE TO THEM TRUST YOU WILL MAKE US THIS CONCESSION SO WE CAN RUSH MATTERS ALONG

M ROSENBERG

746A

April 11th 1917

Mrs. Ruth Houghton,

Upland, California.

Dear Mrs. Houghton:

I enclose herewith my personal check to your order for $200. on account of your brother's, Mr. David W. Griffith, advance to you and $50 to Willard Griffith.

Trusting this will reach you in due season, I remain

Very truly yours,

AHTB/R
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

OFFICE OF THE COLLECTOR
SIXTH DISTRICT OF CALIFORNIA

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

LOS ANGELES, CAL.

April 12, 1917.

David W. Griffith,
c/o Albert H. Banzhaf,
2 Rector Street, New York City.

Sir :

Returned herewith for correction Form 1040, Return of annual net income of individuals, which should be changed as noted in lead pencil thereon.

Please return corrected statement on blank forms herewith, together with the original form in order that credit for proper filing and avoidance of penalty may be noted.

Respectfully,

John D. Carter

Collector.

CLASS OF SERVICE	
Fast Day Message	
Day Letter	
Night Message	
Night Letter	

If no class of service is designated the telegram will be transmitted as a fast day message.

COPY OF WESTERN UNION TELEGRAM

April 12 1917

DAY LETTER

Mr M.Rosenberg,
1214½ Third Ave.,Seattle,Washington

~~LXXXXX Lesser furnished bond for full amount agreed upon~~
covering all terms of agreement. We accepted two parties by the name of Mayer in San Franicsco as bondsmen. We ill accept bond for full amount from these same people covering your agreement provided the bond covers all the terms of thecontract.

Wark Producing Corporation

CHG WARK

TELEPHONE CENTRAL 6728

E-L-K FILM CO.

EXCLUSIVE FEATURE FILMS

SUITE 508-510 MALLERS BLDG

5 S WABASH AVE

Cabiria
ILLINOIS, INDIANA & WISCONSIN

Marvelous Maciste
ILLINOIS, INDIANA & WISCONSIN

The Avenging Conscience
ILLINOIS

Should A Baby Die
ILLINOIS INDIANA & WISCONSIN

CHICAGO, ILL., Apr. 14th, 17

D. W. Griffith Co.
902 Columbia Theatre Bldg.,
47th & Broadway

Gentlemen:

We beg to advise you that we have taken from stock:

25-3 Sheets "Avenging Conscience"

and would ask that you kindly send us an invoice for same.

Yours very truly,

E-L-K FILM CO.

Victor Rodenberg

VAR*SBS

Sept. 8, 1916

25-3

M. ROSENBERG,
GENERAL MANAGER

DE LUXE FEATURE FILM COMPANY

1214½ THIRD AVENUE, SEATTLE, WASH.

REPRESENTATIVES

LEWIS J. SELZNICK ENTERPRISES
CLARA KIMBALL YOUNG PRODUCTIONS

SEATTLE, 4/14/17

Wark Producing Co.,
807 Longacre Bldg.,
New York, N. Y.,

Dear Sir:- Att. Mr. Smith

Enclosed find surety bond on, "INTOLERANCE".

We certainly had to go to a lot of trouble to get this bond and trust same will be satisfactory to you.

The Meyer's, of San Francisco, are not interested in our firm so, therefore, we could not ask them to put up a bond for us.

Upon receipt of this letter please wire us just what dates the prints and music will be shipped so that we will know when to start our bookings. Wish you would also let us know just what towns you have already played in our territory and how many days in each town.

Awaiting your reply, we remain,

Very truly yours,

DE LUXE FEATURE FILM CO

MR/BM

BY M. Rosenberg

Griffith Special

April 16th 1917

Mr. John Riehl,
504 West Jefferson Street,
Lousville, Kentucky.

Dear Sir:

I beg to advise that I have this day received the deed back from Mr. W. W. Griffith duly signed by him and his wife, Mary Griffith, and acknowledged before a notary public of Oldham County, your State. Shall I keep this deed until Mr. David Griffith's return or forward the same to you?

Very truly yours,

AHTB/R

RENTING A SPECIALTY HOME PHONE CITY 2281

JOHN RIEHL

REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET
SECOND FLOOR

LOUISVILLE, KY. Apr 17,1917.

Mr. Albert T. Banshof
2 Rector Street
New York City, N. Y.

Dear Sir:-

Your letter of the 9th at hand in reference to the deed to the property located at 2918 Portland Avenue, which you had mailed to Mr. W. W. Griffith at La Grange, Ky.

I have heard from Mr. W. W. Griffith, stating that he had signed and acknowledged his signatures and had forwarded the same back to you. I wish you would hold this deed until Mr. Dave. W. Griffith's return from London and then have him sign same and have same acknowledged before a Notary.

Also as soon as you receive the deed from Mr. Albert Griffith in Australia I wish you would forward the same to me, so I can have the Kentucky Title Company look over same and see if it is satisfactory to them.

Hoping to hear from you at your earliest convenience, I beg to remain,

Yours very respectfully,

JR-EHG

John Riehl

LAW OFFICE OF
WALTER N. SELIGSBERG
1459 BROADWAY
NEW YORK

DOWN TOWN
SELIGSBERG & LEWIS
55 LIBERTY STREET
NEW YORK

17th April 1917

Albert H. T. Banzhaf Esq.

2 Rector Street

New York City

Dear Sir: Bagarozy v. Wark

Herewith

1. Copy of stipulation dated April 17, 1917 entered into between Cellar & Kraushaar, attorneys for the plaintiff, W. N. Seligsberg, representing Epoch Producing Corporation, and yourself. Mr. Rothschild signed this instrument in your behalf according to your authorization.

2. General release of Anthony Bagarozy to Wark Producing Corporation acknowledged 16th April 1917.

3. Copy of stipulation discontinuing this action, the original of which has this day been filed in the proper office.

Very truly yours,

JLR:RL

enc.

REGISTER

Draft #1
4-1717

WHEREAS on the 7th day of June 1915 in an action in the Municipal Court of the City of New York, Borough of Manhattan, Third District, wherein one Anthony Bagarozy was plaintiff and one Albert M. Pesce was defendant, a judgment was recovered in favor of the said Anthony Bagarozy and against said Albert M. Pesce in the sum of $257.95; and

WHEREAS subsequent thereto the said Anthony Bagarozy obtained costs against the said Albert M. Pesce for examination of the said Albert M. Pesce in supplementary proceedings in the sum of $30, making the total obligation of the said Albert M. Pesce in the sum of $287.95; and

WHEREAS subsequent thereto orders were signed and issued in the Supreme Court, New York County, directing that execution issue to the sheriff of the County of New York against the wages and earnings of said Albert M. Pesce the judgment debtor, due and owing to him from the Epoch Producing Corporation and Wark Producing Corporation respectively; and

WHEREAS executions were thereafter issued to the sheriff of the County of New York in conformity with said orders and said executions were served upon Epoch Producing Corporation and Wark Producing Corporation with copies of the aforementioned orders,

IT IS HEREBY STIPULATED AND AGREED by and between Cellar & Kraushaar, attorneys for the said Anthony Bagarozy, plaintiff in the above mentioned action, and Walter N. Seligsberg, attorney for Epoch Producing Corporation, and Albert H. T. Banzhaf, attorney for Wark Producing Corporation

1. That Epoch Producing Corporation will pay to Anthony Bagarozy or his attorneys the sum of $47.50,

Draft #1
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receipt whereof is hereby acknowledged, and receive in return therefor a general release from Anthony Bagarozy to Epoch Producing Corporation.

2. That Wark Producing Corporation will pay to Anthony Bagarozy or his attorneys the sum of $153., receipt whereof is hereby acknowledged, and receive in return therefor a general release from Anthony Bagarozy to Wark Producing Corporation.

IT IS FURTHER STIPULATED AND AGREED that Epoch Producing Corporation and Wark Producing Corporation are each hereby granted participation in the judgment of Anthony Bagarozy against Albert M. Pesce to the extent of the amount of money paid to the said Anthony Bagarozy and hereinabove mentioned in this stipulation, and the attorneys for the said Anthony Bagarozy hereby agree, in behalf of said Anthony Bagarozy, to assign, and do hereby assign to Epoch Producing Corporation and Wark Producing Corporation respectively, so much of the judgment of Anthony Bagarozy against Albert M. Pesce as is equivalent to the amounts paid by each of the said corporations respectively under this stipulation, PROVIDED HOWEVER that in the event of any collection by the said Anthony Bagarozy's attorneys from the said Albert M. Pesce under and by virtue of the judgment of Anthony Bagarozy above mentioned, the sum of $57.45 with accrued interest will be first payable to Anthony Bagarozy before any of the amounts due Epoch Producing Corporation and Wark Producing Corporation, and FURTHER PROVIDED that from the balance remaining on any collections, after such deduction, Cellar & Kraushaar, the attorneys for the said Anthony Bagarozy, shall be entitled to one-third thereof as and

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by way of their fee.

Dated, New York, April 17, 1917.

Celler & Kraushaar
Attorneys for Anthony Bagarozy

W. N. Lehlbach
Attorneys for Epoch Producing Corporation

Albert H. T. Bauzhal
Attorney for Wark Producing Corporation

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MUNICIPAL COURT OF THE CITY OF NEW YORK

BOROUGH OF MANHATTAN THIRD DISTRICT

- - - - - - - - - - - - - - - - - - - -

Anthony Bagarozy

Plaintiff

against

Wark Producing Corporation

Defendant

- - - - - - - - - - - - - - - - - - - -

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties hereto that this action be discontinued without costs to either party as against the other and that an order to that effect may be entered without further notice.

Dated April 17, 1917.

Celler + Kraushaar
Attorneys for plaintiff

A. H. J. Bauzhaf
~~W. N. Seligsberg~~
Attorney for defendant

TO BE FILLED IN BY COLLECTOR.

Assessment List 23-B _____ (Month.)

Folio _____ *Line* _____

Above space to be stamped by Collector, showing district and date received.

Form 1040 (Revised October, 1916).

INCOME TAX.

THE PENALTY

FOR FAILURE TO HAVE THIS RETURN IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 1 IS $20 TO $1,000.

(SEE INSTRUCTIONS ON PAGE 4.)

UNITED STATES INTERNAL REVENUE.

TO BE FILLED IN BY INTERNAL REVENUE BUREAU.

File No. _____

Audited by _____

IMPORTANT.
Read this form through carefully. Fill in pages 2 and 3 before making entries on first page. Write legibly, using typewriter if possible.

RETURN OF ANNUAL NET INCOME OF INDIVIDUALS.

(As provided by Act of Congress approved September 8, 1916.)

FOR YEAR 1916.

Filed by (or for) D W Griffith, of Hotel Alexandria (Street and number.)
Los Angeles (Post-office address.), California (State.)

	Millions	Thousands	Hundreds	Cents
1. GROSS INCOME (brought from line 31)	$	279	715	61
2. GENERAL DEDUCTIONS (brought from line 40)	$	55	134	44
3. NET INCOME	$	174	581	17

Dividends and personal exemption to be deducted in computing income subject to normal tax.

	Millions	Thousands	Hundreds	Cents
4. Dividends brought from line 30	$	14	700	—
5. Personal exemption (single, $3,000; married or head of family, $4,000)	$		4000	—

	Millions	Thousands	Hundreds	Cents
6. Total dividends and personal exemption (Items 4 and 5)	$		18	700 —
7. AMOUNT OF INCOME subject to normal tax	$	1	558	81 17
8. AMOUNT OF NORMAL TAX at rate of 2 per cent on income shown on line 7	$		31	17 62
9. CREDIT by amount of normal tax paid or to be paid at source (1 per cent of amount of income shown on line 25, Column A)	$			52 —
10. BALANCE of normal tax due	$		30	65 62

NOTE.—When the net income shown above on line 3 exceeds $20,000 the additional tax thereon must be calculated as per schedule below.

	Income.				Tax.			
	Millions	Thousands	Hundreds	Cents	Millions	Thousands	Hundreds	Cents
One per cent on amount over $20,000 and not exceeding $40,000	$	20	000	—	$		200	—
Two per cent on amount over $40,000 and not exceeding $60,000	$	20	000	—	$		400	—
Three per cent on amount over $60,000 and not exceeding $80,000	$	20	000	—	$		600	—
Four per cent on amount over $80,000 and not exceeding $100,000	$	20	000	—	$		800	—
Five per cent on amount over $100,000 and not exceeding $150,000	$	50	000	—	$	2	500	—
Six per cent on amount over $150,000 and not exceeding $200,000	$	24	581	17	$	1	474	87
Seven per cent on amount over $200,000 and not exceeding $250,000	$				$			
Eight per cent on amount over $250,000 and not exceeding $300,000	$				$			
Nine per cent on amount over $300,000 and not exceeding $500,000	$				$			
Ten per cent on amount over $500,000 and not exceeding $1,000,000	$				$			
Eleven per cent on amount over $1,000,000 and not exceeding $1,500,000	$				$			
Twelve per cent on amount over $1,500,000 and not exceeding $2,000,000	$				$			
Thirteen per cent on amount over $2,000,000	$				$			
11. Total additional tax					$	5	974	87
12. Balance of normal tax due, as shown on line 10					$	30	65	62
13. TOTAL TAX DUE					$	90	40	49

GROSS INCOME.

This statement must show in the proper spaces the ENTIRE AMOUNT of gains, profits, and income from all sources received during the year specified on page 1, EXCEPT interest received from the obligations of the United States or any of its possessions, or of any State or political subdivision thereof, including district drainage bonds; from securities issued under the provisions of the Federal Farm Loan Act of July 17, 1916; and amounts paid by a State or any political subdivision thereof for services rendered as an officer or employee.

DESCRIPTION OF INCOME. NOTE.—If husband and wife render separate returns, only the income and deductions of the husband or wife (as the case may be) who renders this return shall be included herein; but if separate returns are not rendered by both husband and wife the income and deductions of both husband and wife shall be included separately as provided on this form.	A. Income on which the tax has been paid or is to be paid at the source, at the rate of 1 per cent. (See Note 2.)	B. Income on which the tax has NOT been paid or is not to be paid at the source. (See Note 2.)
TOTAL AMOUNT DERIVED FROM—	Millions / Thousands / Hundreds / Cents	Millions / Thousands / Hundreds / Cents
14. Salaries, wages, and commissions	$ 5200 —	$ 53000 —
Wife's income		
15. Professions and vocations		
Wife's income		
16. Business, trade, commerce, or sales, or dealings in property, whether real or personal		
Wife's income		
17. Rents		
Wife's income		
18. Interest on notes, mortgages, bank deposits, and from all other sources other than reported on lines 19 and 22		500 —
Wife's income		
19. Interest on bonds, mortgages, or deeds of trust, or other similar obligations of domestic corporations, joint-stock companies or associations, and insurance companies		
Wife's income		
20. Fiduciaries* (excepting dividends from domestic corporations, which must be entered on line 29 below)		
Wife's income		
21. Partnership gains and profits, whether distributed or not (excepting dividends from domestic corporations, which must be entered on line 28 below). (Net gains or profits must be reported here and in Column B only)		3000 —
Wife's income		
NOTE.—Give name and full address of partnership of which you are a member.		
22. Interest upon bonds, etc., issued in foreign countries, and dividends upon the stock of foreign corporations, etc., engaged in business in foreign countries		
Wife's income		
23. Royalties from mines, oil wells, patents, franchises, or other legalized privileges		1533 1561
Wife's income		
24. Other sources not enumerated above		
Wife's income		
NOTE.—State here sources from which income entered on line 24 is received and amount received from each.		
25. TOTALS (NOTE.—Enter 1 per cent of total amount of Column A on line 9)	$ 5200 —	$ 2098 1561
26. AGGREGATE TOTALS OF COLUMNS A AND B		$ 2150 1561
27. Dividends on stock of corporations, etc., subject to like tax	$ 1400 —	
Wife's income		
28. Dividends received through partnership. (See line 21)		
Wife's income		
29. Dividends received through fiduciaries. (See line 20)		
Wife's income		
30. TOTAL DIVIDENDS. (Lines 27, 28, and 29.) (Enter on line 4)		$ 1400 —
31. TOTAL GROSS INCOME (to be entered on line 1)		$ 2297 1561

* There should be included under this item all income received from guardians, trustees, executors, administrators, receivers, conservators, or other persons acting in a fiduciary capacity.

NOTE 1.—If income derived from sale of property acquired before March 1, 1913, is returned above, attach a statement showing (*a*) fair market price or value as of March 1, 1913, (*b*) price at which property was sold, and (*c*) how fair market price or value as of March 1, 1913, was determined.

NOTE 2.—Enter in column A only the income on which the normal tax has been or is to be paid at the source. Other income should be entered in column B. For example: A salary of $10,000 is received and personal exemption of $4,000 claimed. Enter in column A $6,000 (the amount of income on which the normal tax was withheld) and in column B $4,000 (the amount of salary on which no tax was withheld).

GENERAL DEDUCTIONS.

NOTE.—Claims for deductions may not be allowed unless the information required below is clearly set forth.

	Millions	Thousands	Hundreds	Cents
32. The amount of necessary expenses actually paid within the calendar year for which the return is made, in carrying on any individual business. (There must not be included under this head personal, living, or family expenses, business expenses of partnerships, or cost of merchandise. Amounts paid for permanent improvement or betterment of property are not proper expense deductions)	$	23	259	65
Wife's deduction				
33. All interest paid within the year on personal indebtedness of taxpayer			139	62
Wife's deduction				
34. All national, foreign, State, county, school, and municipal taxes or taxes imposed by other taxpaying subdivisions of any State, paid within the year, not including those assessed against local benefits		79	650	07
Wife's deduction				
35. Losses actually sustained during the year, incurred in my business or trade, or arising from fires, storms, shipwreck, or other casualty, and from theft, not compensated for by insurance or otherwise		22	764	—
Wife's deduction				
NOTE.—State (*a*) of what the loss consisted, (*b*) when it was actually sustained, (*c*) how it was determined to be a loss, and (*d*) if sustained by sale of property acquired before March 1, 1913, the fair market price or value as of that date and how such value was determined.				
Investment in Cascadian Spring Water Co. of Wash, $24,000 of which was returned in bonds. Triangle Exhibition Co. at Majestic Theatre, Los Angeles $5,729.				
36. Losses sustained during the year in transactions entered into for profit but not connected with my business or trade. (No amount in excess of aggregate income from these sources is allowable)				
Wife's deduction				
NOTE.—State total income during the year from such transactions ($). Give the same information called for in note under line 35.				
37. Debts past due which have been actually ascertained to be worthless and which have been charged off within the year			1006	10
Wife's deduction				
NOTE.—State (*a*) of what the debts consisted, (*b*) when they were created, (*c*) when they became due, (*d*) how they were actually determined to be worthless, and (*e*) whether included as income in this or previous return.				
Personal loans made during year and charged off Dec 31, 1916				
38. Amount representing a reasonable allowance for the exhaustion, wear, and tear of property arising out of its use or employment in business or trade. (No deduction is allowable for any amount of expense of restoring property or making good the exhaustion thereof for which an allowance is made in this return, or for depreciation of residential property not maintained for rental. In the case of buildings depreciation is to be computed exclusive of cost of land)				
Wife's deduction				
NOTE.—State (*a*) the kind of property on which depreciation is taken (if buildings, state when erected and of what material constructed), (*b*) cost of same, and (*c*) what percentage of depreciation is claimed.				
39. Amount representing a reasonable allowance for depletion (*a*) in the case of oil and gas wells for actual reduction in flow and production, and (*b*) in the case of mines not exceeding the market value in the mine of the product mined and sold during the year for which return is made				
Wife's deduction				
NOTE.—The depletion allowable shall be at a rate which during the estimated life of the property being depleted will return: The *cost* of the property, if acquired after March 1, 1913, or The *fair market value* as of March 1, 1913, if acquired before that date. State (*a*) the cost of property if purchased after March 1, 1913, (*b*) the fair market value as of March 1, 1913, if purchased prior to that date, (*c*) how such value was determined, and (*d*) the basis upon which the amount of depletion claimed is computed.				
40. TOTAL "GENERAL DEDUCTIONS" (to be entered on line 2)	$	55	134	44

NOTE.—If space is insufficient for answering any question, attach a supplemental sheet to this return.

COMPLETE ANSWERS SHOULD BE GIVEN TO THE FOLLOWING QUESTIONS.

If you rendered return for *preceding* year, state district in which filed 6th Dist Los Angeles California

If your husband or wife made separate return for *this year*, state district in which filed not known

Were you the head of family, single, or married with wife or husband living with you on December 31 of the year for which this return is rendered? Yes

If married, give full name of wife or husband Linda A. Griffith

If head of family, give relationship of those dependent upon you sister and wife

Has your wife or husband income from sources independent of your own? Do not know If so, has same been included in this return? No

State your profession, vocation, or principal business from which your income is derived productions

AFFIDAVIT TO BE EXECUTED BY INDIVIDUAL MAKING HIS OWN RETURN.

I swear (or affirm) that the foregoing return, to the best of my knowledge and belief, contains a true and complete statement of all taxable gains, profits, and income received by me during the year for which the return is made, and that I am entitled to all the deductions and exemptions entered or claimed therein under the Federal Income Tax Law of September 8, 1916.

(Signature of individual.)

Sworn to and subscribed before me this ..... day of ....., 191

[SEAL]

(Official capacity.)

AFFIDAVIT TO BE EXECUTED BY DULY AUTHORIZED AGENT MAKING RETURN FOR INDIVIDUAL.

I swear (or affirm) that I have sufficient knowledge of the affairs and property of D. W. Griffith to enable me to make a full and complete return of his taxable income and that the foregoing return, to the best of my knowledge and belief, contains a true and complete statement of all the taxable gains, profits, and income received by said individual during the year for which the return is made, and that the said individual is entitled under the Federal Income Tax Law of September 8, 1916, to all the deductions and exemptions entered or claimed therein, and that I am authorized to make this return for the following reasons:

Mr. Griffith being at present in London and therefore unable to personally sign this return

John A. Barry
(Signature of agent.)

807 Longacre Bldg
(Post-office address of agent.)
New York City, N.Y.

Sworn to and subscribed before me this 18 day of April, 1917

[SEAL]

Belle Cohen
Notary Public
(Official capacity.)

INSTRUCTIONS.

1. This return shall be made by every citizen of the United States, whether residing at home or abroad, and by every person residing in the United States, though not a citizen thereof, having *a net income* of $3,000 or over, *including dividends*, for the taxable year, although the tax has been paid at the source and the return shows no tax liability.

2. This return shall be made by every *nonresident alien* receiving any net income from sources in the United States. A nonresident alien individual may receive the benefit of the personal exemption only by filing or causing to be filed with the Collector of Internal Revenue a true and accurate return of his total income, received from all sources, corporate or otherwise, in the United States.

3. When an individual by reason of minority, sickness, or other disability, or absence from the United States, is unable to make his own return, it may be made for him by his *duly authorized* representative.

4. This return should be filed with the Collector of Internal Revenue for the district in which the individual resides. In case the person resides in a foreign country, then with the Collector for the district in which his principal business is carried on in the United States, and if there be no such place in the United States, then with the Collector of Internal Revenue at Baltimore, Maryland.

5. When the return is not filed within the required time by reason of sickness or absence of the individual, an extension of time, not exceeding 30 days from March 1, within which to file such return may be granted by the Collector, *provided*, a written application therefor is made by the individual within the period for which such extension is desired.

6. An unmarried individual or married individual not living with husband or wife shall be allowed an exemption of $3,000. When husband and wife live together they shall be allowed jointly a total exemption of only $4,000 on their aggregate income. The head of a family shall be allowed an exemption of $4,000. Guardians or trustees shall be allowed an exemption of $3,000 in favor of each ward, but in no event shall a ward be allowed a greater personal exemption than $3,000 or, if married, $4,000, from the amount of net income received from all sources. There shall be allowed an exemption of $3,000 from the amount of the net income of estates of deceased persons during the period of administration or settlement, and of trusts or other estates the income of which is not distributed annually.

7. Amounts charged on line 32 for restoring property or making good the exhaustion thereof from its use in business, together with the amount claimed for depreciation on line 38, must not exceed the deterioration of the property in one year.

MUSEUM OF MODERN ART FILM STUDY CENTER

April 19th 1917

John P. Carter, Esq.,
Internal Revenue Collector,
Los Angeles, Calif.

Sir:

Replying to your favor of the 12th inst., I enclose herewith original income tax return signed by D. W. Griffith in which errors were made in additions, together with statement in reference to sources of income under items 14 and 23, and also corrected statement of income on behalf of Mr. Griffith signed by John A. Barry, Mr. Griffith not signing the same for the reason that he is in London, England.

Regretting the errors made in the original statement and trusting that we have not inconvenienced your office unduly, and thanking you for your co-operation in this matter, I remain

Respectfully,

AHTB/R

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Griffith

Upland, Calif.,
Apr. 20, 1917.

Mr. Banzhaff,
Dear Sir:

Your check received and greatly appreciated. We were sorry to trouble you so much, but Willard was really in need, so you see the kindness of yours is more than appreciated, as it enables him to go on with his schooling.

Auntie joins us in our thanks to you, and hopes to be able to return the kindness; by serving you some good southern dishes some of these days.

Yours sincerely,

Ruth Griffith

CLASS OF SERVICE DESIRED	
Fast Day Message	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Check
Time Filed

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Day Letter

New York, April 23rd 1917.

DeLux Features Film Co.,
1214½ Third Avenue
Seattle, Washington.

Bond received O.K. with exception that paragraph sixth has been omitted therein ~~exclusive~~ relative to duplicating film This should be included and amended bond forwarded accordingly Will explain fully in letter However ~~we~~ will ship prints and music today

WARK PRODUCING CORPORATION

HRGB TO
WARK

New York, April 23rd 1917.

De Lux Feature Film Co.,
1214½ Third Avenue
Seattle, Washington.

Dear Sirs:

We wired you today as per the enclosed telegram. It is imprrative that we be guaranteed as per clause "Sixth" of your contract and trust that you will not lose any time in procuring an amended bond in which that clause is embodied from your bonding company. However not to delay you starting your season, we shipped the prints and music today.

We request as a convenience to our auditing department, instead of waiting until box office statements have been sent to you by the companies and from your office sent to us as per contract, that you advise the managers of the various companies to send to this office direct each day, a copy of the matinee and night statement, addressed to the Wark Producing Corporation, attention of Al.S. Roth.

Very truly yours,

Wark Producing Corporation
By

Treas.

ASR:L
Enc.

A G R E E ME N T, made this 25th day of April, 1917, between WARK PRODUCING CORPORATION, a corporation organized under the laws of the State of New York, hereinafter referred to as the Wark Company, of the first part, and WESTCOTT FILM CORPORATION, a corporation organized under the laws of the state of South Dakota, hereinafter referred to as Westcott Corporation, of the second part,

W I T N E S S E T H:

1. The Wark Company is the owner of the copyrighted motion picture photoplay entitled "INTOLERANCE" and has the sole right to distribute the same throughout the territory hereinafter specified.

2. The Wark Company hereby leases to the Westcott Corporation three prints of the said photoplay for the term of ten years from the date hereof for exhibition and exploitation in the territory hereinafter specified for a rental of Thirty Thousand ($30,000.) Dollars, payable as hereafter provided.

$10,000. on the execution and delivery of this contract, the receipt whereof is hereby acknowledged.

$20,000. to be paid on or before May 10th, 1917, and fifteen per cent. of the net profits of the said Westcott Corporation in its exhibition and exploitation of said photoplay in excess of Thirty Thousand Dollars, said net profits to be calculated as hereinafter provided.

The Wark Company hereby leases to the said Westcott Corporation the said prints together with all the Wark Company's rights to exhibit and exploit and deal in and with the said photoplay in the said territory during said period.

The Wark Company agrees to ship from New York by express collect, to the Westcott Film Corporation, 18 North 4th Street, Minneapolis, Minn. three prints of the said photoplay "INTOLERANCE" within seven days after the receipt of the balance of Twenty Thousand ($20,000.) Dollars, as hereinbefore provided.

3. The territory hereinbefore referred to within which said photoplay and prints may be exhibited and exploited is as follows: Wisconsin, Iowa, Minnesota, North Dakota and South Dakota.

4. Net profits, as hereinbefore referred to shall be calculated as follows:

By deducting from the gross receipts of the Westcott F8lm Corporation in its exhibition and exploitation of said photoplay, all moneys actually expended solely in connection with such exhibition and exploitation, and by deducting further for home office maintenance a reasonable proportion of overhead expenses, not to exceed however five per cent. of such gross receipts.

The Westcott Film Corporation agrees to keep full and correct accounts of all expenditures and receipts in connection with the exhibition and exploitation of the said photoplay "INTOLERANCE" and shall, not later than the 10th day of each month, report to the Wark Company in writing the amount of its gross receipts during the preceding month and all deductions therefrom showing the amount and method of calculating such net profits as hereinabove provided, together with settlements for such profits.

The Westcott Corporation agrees to mail nightly to the Wark Company at its offices, Room 807 Longacre Building, New York City, from the city or town in which any performance is given, copies of all box office statements showing the gross and net receipts of every performance,

signed by the manager or treasurer of the theatre and by the representative of the Westcott Corporation.

The Wark Company shall have the right at all reasonable times, to examine the books of the Westcott Corporation, by any accredited representative for the purpose of determining the correctness of accounts rendered.

5. The Wark Company agrees with the Westcott Corporation that during the term of this lease, neither the Wark Company nor its servants or agents shall exhibit or exploit said photoplay or any part thereof, or cause it or any part thereof to be exhibited or exploited within the territory aforesaid, except that it is agreed that the Wark Company may finish any of its present booking agreements now contracted for up to and including the week ending May 19th, 1917, the net profits however for the weeks ending May 12th and May 19th, 1917 shall be paid to the Westcott Company by the Wark Company, and further agrees that it has not given nor will it give any person, firm or corporation any right, license or privilege to sell, exhibit, exploit or otherwise deal in and with the said photoplay within the said territory during the term of this lease.

6. The Westcott Corporation agrees that it will not copy or duplicate said photoplay or any part thereof or cause or permit the same to be copied or duplicated and that it will not exhibit or exploit the said photoplay or cause or permit the same to be exhibited or exploited in any other territory than the aforementioned territory, and that it will not exhibit or exploit any prints of said photoplay other than those hired hereunder within the said territory, and that upon violation of this or any other provision of this contract by the Westcott Corporation, the lease of said photoplay shall terminate and expire and the Wark Company shall be entitled to immediate possession of said photoplay and all copies and prints of the same and shall have the right to

recover possession of the same or any of them with or without legal process wherever found, and the failure to exercise this right for any breach shall not be a waiver of the right to exercise it for the same or any other breach at any time thereafter.

The Westcott Corporation hereby agrees that it will not exhibit, exploit or advertise, nor permit the exhibition, exploitation or advertisement of said photoplay as part of any program of photoplays, and further agrees that the forms and announcements of advertising of the presentation of the film shall be only those provided by the Wark Company or approved by it in writing.

The Westcott Corporation agrees always to exhibit said photoplay in a first class manner and in the form of the story as presented by the prints so leased as aforesaid, and it also agrees that it will use its best efforts to obtain booking for said photoplay at all times at terms commensurate with the value of the picture, and that upon the violation of this provision or its failure to comply therewith within a reasonable time after notice in writing by registered mail, the lease of said photoplay shall terminate and expire and the Wark Company shall be entitled to immediate possession of said photoplay and all copies and prints of the same and shall have the right to recover possession of the same or any of them with or without legal process wherever found, according to the provisions aforesaid.

7. The Westcott Corporation further agrees that on or before May 10th, 1917, it will deliver to the Wark Company a bond of the National Surety Company, or some other surety company acceptable to the Wark Company, for the payment of Ten Thousand Dollars, conditioned upon its performance of this agreement, which said bond shall be renewed or continued during the term of this agreement.

8. Neither this agreement nor any rights arising therefrom shall be assigned or transferred in whole or in part by the Westcott Corporation without the written consent of the Wark Company.

9. No representations made by any representative or agent of the Wark Company or by any other person, shall be binding or be considered a part of any agreement between the Wark Company and the Westcott Corporation unless herein expressly contained and no variation of this agreement shall be made except in writing signed on the part of the Wark Company by its president, who it is agreed is the only person authorized to sign the same on behalf of the Wark Company.

10. Posters and advertising matter shall be at all times during the life of this agreement, sold by the Wark Company to the Westcott Corporation at cost thereof to the Wark Company, but nothing herein shall prevent the Westcott Corporation from purchasing its posters or lithographs elsewhere, provided, the same are approved as to subject, form and design by the Wark Company.

11. The loss of the use of any prints hired hereunder during any period shall not entitle the Westcott Corporation to the return of the whole or any part of the gross rental paid hereunder, but in the event of the total or partial destruction or deterioration of any such print, or in the event that the Westcott Corporation desires additional prints of said photoplay, the Wark Company shall furnish the Westcott Company with a duplicate print of the portions destroyed or damaged or the additional prints, subject however to all the terms, covenants, conditions and limitations herein contained, upon payment by the Westcott Corporation to the Wark Company in advance, of an additional gross rental, figured at the rate of eight ($.08) cents per foot for each foot of film so furnished, and the Wark Company agrees that it will deliver

to the said Westcott Corporation at its office in Minneapolis, such print or prints within five weeks from the date of the order thereof, conditioned upon delays, caused by fire, strikes, accidents or other causes beyond the Wark Company's control.

All additional prints shall be held by the Westcott Corporation subject to all the terms, covenants, conditions and agreements herein contained as though originally included herein specifically.

The purchase of additional prints hereunder is conditioned however, upon the understanding that the Westcott Corporation shall not at any one time have in its possession for any purpose, more than six prints of said photoplay.

12. The Westcott Corporation agrees that it will not, prior to June 1st, 1918, permit the exhibition of said photoplay at any place except in theatres of the first class, and will not permit the exhibition thereof unless one dollar admission fee is advertised and charged for at least twenty seats and fifty cents admission fee is charged for at least one quarter of the seats on the main floor at all performances and that it will not, prior to June 1st, 1920, permit an exhibition thereof unless a fifty cent admission fee is advertised and charged for at least one quarter of the seats on the main floor for all evening performances. And after said period, it will not permit an exhibition thereof unless an admission fee of fifty cents is charged for at least twenty seats on the main floor, and that in no event at any time during the term of this contract, shall an admission fee of less than twentyfive cents be charged and that in no instance shallthe said Westcott Corporation permit the exhibition of said photoplay unless accompanied by an orchestra of at least as many pieces as it is customary to employ in the theatre in which said photoplay is presented, and the Westcott Corporation agrees to use its best efforts to have such orchestra

accompany each performance of said photoplay with the musical accompaniment as arranged by Carl Briel and the Wark Company agrees to provide one copy of such musical score to the Westcott Corporation for each of the aforementioned prints leased as aforesaid.

13. The Westcott Corporation further agrees that it will not use or permit the exhibition or presentation of defective prints of said photoplay, and that the Wark Company may at all reasonable times examine and inspect prints of said photoplay in the possession of the Westcott Corporation.

14. Upon the expiration of this agreement, either by limitation, expiration or cancellation, the Westcott Corporation agrees to return to the Wark Company all the prints of said motion picture photoplay received by it hereunder.

15. The Wark Company agrees that in the event of any other person, firm or corporation exhibiting or attempting to exhibit said photoplay within the territory aforesaid in violation of the rights of the Westcott Corporation, Wark Company will give and hereby gives the said Westcott Corporation full power in the name of the Wark Producing Corporation, but at its own cost and expense, to take any proceedings at law, or otherwise, to stop or prevent any said unlawful exhibition, and including subrogation to all rights under any bond or contract of indemnity that the Wark Company may hold of said person, firm or corporation wrongfully exhibiting said photoplay in said territory.

16. The rights and remedies given to the Wark Producing Company herein, are in addition to, and not in lieu, in limitation or in derogation of the rights and remedies in this agreement otherwise granted, or by law created and vested in the Wark Company; and any waiver by the Wark Company of any breach by the Westcott Corporation, whether such waiver be direct or implied, shall not be construed to be a

continuing waiver or a waiver of or consent to any subsequent breach on the part of the Westcott Corporation.

It is mutually agreed that if the balance of the rental price, viz. Twenty Thousand Dollars is not paid on or before the date herein specified, in that event, the amount of Ten Thousand Dollars paid on the execution of this instrument shall be forfeited and treated as liquidated damages and retained by the Wark Company.

17. Each party hereto will execute any further instrument necessary to carry this agreement into effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers thereunto authorized and their corporate seals to be hereunto affixed and attested the day and year first above written.

WARK PRODUCING CORPORATION

By Albert H. Banzhaf

President.

WESTCOTT FILM CORPORATION

By Harold Kemp

~~President.~~ Secretary

#75

April 1917

A G R E E M E N T, made this 25th day of April, 1917, between WARK PRODUCING CORPORATION, a corporation organized under the laws of the State of New York, hereinafter referred to as the Wark Company, of the first part, and WESTCOTT FILM CORPORATION, a corporation organized under the laws of the state of South Dakota, hereinafter referred to as Westcott Corporation, of the second part,

W I T N E S S E T H:

1. The Wark Company is the owner of the copyrighted motion picture photoplay entitled "INTOLERANCE" and has the sole right to distribute the same throughout the territory hereinafter specified.

2. The Wark Company hereby leases to the Westcott Corporation three prints of the said photoplay for the term of ten years from the date hereof for exhibition and exploitation in the territory hereinafter specified for a rental of Thirty Thousand ($30,000.) Dollars, payable as hereafter provided.

$10,000. on the execution and delivery of this contract, the receipt whereof is hereby acknowledged.

$20,000. to be paid on or before May 10th, 1917, and fifteen per cent. of the net profits of the said Westcott Corporation in its exhibition and exploitation of said photoplay in excess of Thirty Thousand Dollars, said net profits to be calculated as hereinafter provided.

The Wark Company hereby leases to the said Westcott Corporation the said prints together with all the Wark Company's rights to exhibit and exploit and deal in and with the said photoplay in the said territory during said period.

The Wark Company agrees to ship from New York by express collect, to the Westcott Film Corporation, 18 North 4th Street, Minneapolis, Minn. three prints of the said photoplay "INTOLERANCE" within seven days after the receipt of the balance of Twenty Thousand ($20,000.) Dollars, as hereinbefore provided.

3. The territory hereinbefore referred to within which said photoplay and prints may be exhibited and exploited is as follows: Wisconsin, Iowa, Minnesota, North Dakota and South Dakota.

4. Net profits, as hereinbefore referred to shall be calculated as follows:

By deducting from the gross receipts of the Westcott Film Corporation in its exhibition and exploitation of said photoplay, all moneys actually expended solely in connection with such exhibition and exploitation, and by deducting further for home office maintenance a reasonable proportion of overhead expenses, not to exceed however five per cent. of such gross receipts.

The Westcott Film Corporation agrees to keep full and correct accounts of all expenditures and receipts in connection with the exhibition and exploitation of the said photoplay "INTOLERANCE" and shall, not later than the 10th day of each month, report to the Wark Company in writing the amount of its gross receipts during the preceding month and all deductions therefrom showing the amount and method of calculating such net profits as hereinabove provided, together with settlements for such profits.

leave in if possible

The Westcott Corporation agrees to mail nightly to the Wark Company at its offices, Room 807 Longacre Building, New York City, from the city or town in which any performance is given, copies of all box office statements showing the gross and net receipts of every performance,

signed by the manager or treasurer of the theatre and by the representative of the Westcott Corporation.

The Wark Company shall have the right at all reasonable times, to examine the books of the Westcott Corporation, by any accredited representative for the purpose of determining the correctness of accounts rendered.

5. The Wark Company agrees with the Westcott Corporation that during the term of this lease, neither the Wark Company nor its servants or agents shall exhibit or exploit said photoplay or any part thereof, or cause it or any part thereof to be exhibited or exploited within the territory aforesaid, except that it is agreed that the Wark Company may finish any of its present booking agreements now contracted for up to and including the week ending May 19th, 1917, the net profits however for the weeks ending May 12th and May 19th, 1917 shall be paid to the Westcott Company by the Wark Company, and further agrees that it has not given nor will it give any person, firm or corporation any right, license or privilege to sell, exhibit, exploit or otherwise deal in and with the said photoplay within the said territory during the term of this lease.

Baltimore + Washington exceptions

6. The Westcott Corporation agrees that it will not copy or duplicate said photoplay or any part thereof or cause or permit the same to be copied or duplicated and that it will not exhibit or exploit the said photoplay or cause or permit the same to be exhibited or exploited in any other territory than the aforementioned territory, and that it will not exhibit or exploit any prints of said photoplay other than those hired hereunder within the said territory, and that upon violation of this or any other provision of this contract by the Westcott Corporation, the lease of said photoplay shall terminate and expire and the Wark Company shall be entitled to immediate possession of said photoplay and all copies and prints of the same and shall have the right to

recover possession of the same or any of them with or without legal process wherever found, and the failure to exercise this right for any breach shall not be a waiver of the right to exercise it for the same or any other breach at any time thereafter.

The Westcott Corporation hereby agrees that it will not exhibit, exploit or advertise, nor permit the exhibition, exploitation or advertisement of said photoplay as part of any program of photoplays, and further agrees that the forms and announcements of advertising of the presentation of the film shall be only those provided by the Wark Company or approved by it in writing.

The Westcott Corporation agrees always to exhibit said photoplay in a first class manner and in the form of the story as presented by the prints so leased as aforesaid, and it also agrees that it will use its best efforts to obtain booking for said photoplay at all times at terms commensurate with the value of the picture, and that upon the violation of this provision or its failure to comply therewith within a reasonable time after notice in writing by registered mail, the lease of said photoplay shall terminate and expire and the Wark Company shall be entitled to immediate possession of said photoplay and all copies and prints of the same and shall have the right to recover possession of the same or any of them with or without legal process wherever found, according to the provisions aforesaid.

7. The Westcott Corporation further agrees that on or before May 10th, 1917, it will deliver to the Wark Company a bond of the National Surety Company, or some other surety company acceptable to the Wark Company, for the payment of Ten Thousand Dollars, conditioned upon its performance of this agreement, which said bond shall be renewed or continued during the term of this agreement.

8. Neither this agreement nor any rights arising therefrom shall be assigned or transferred in whole or in part by the Westcott Corporation without the written consent of the Wark Company.

9. No representations made by any representative or agent of the Wark Company or by any other person, shall be binding or be considered a part of any agreement between the Wark Company and the Westcott Corporation unless herein expressly contained and no variation of this agreement shall be made except in writing signed on the part of the Wark Company by its president, who it is agreed is the only person authorized to sign the same on behalf of the Wark Company.

10. Posters and advertising matter shall be at all times during the life of this agreement, sold by the Wark Company to the Westcott Corporation at cost thereof to the Wark Company, but nothing herein shall prevent the Westcott Corporation from purchasing its posters or lithographs elsewhere, provided, the same are approved as to subject, form and design by the Wark Company.

11. The loss of the use of any prints hired hereunder during any period shall not entitle the Westcott Corporation to the return of the whole or any part of the gross rental paid hereunder, but in the event of the total or partial destruction or deterioration of any such print, or in the event that the Westcott Corporation desires additional prints of said photoplay, the Wark Company shall furnish the Westcott Company with a duplicate print of the portions destroyed or damaged or the additional prints, subject however to all the terms, covenants, conditions and limitations herein contained, upon payment by the Westcott Corporation to the Wark Company in advance, of an additional gross rental, figured at the rate of eight ($.08) cents per foot for each foot of film so furnished, and the Wark Company agrees that it will deliver

to the said Westcott Corporation at its office in Minneapolis, such print or prints within five weeks from the date of the order thereof, conditioned upon delays, caused by fire, strikes, accidents or other causes beyond the Wark Company's control.

All additional prints shall be held by the Westcott Corporation subject to all the terms, covenants, conditions and agreements herein contained as though originally included herein specifically.

The purchase of additional prints hereunder is conditioned however, upon the understanding that the Westcott Corporation shall not at any one time have in its possession for any purpose, more than six prints of said photoplay.

12. The Westcott Corporation agrees that it will not, prior to June 1st, 1918, permit the exhibition of said photoplay at any place except in theatres of the first class, and will not permit the exhibition thereof unless one dollar admission fee is advertised and charged for at least twenty seats and fifty cents admission fee is charged for at least one quarter of the seats on the main floor at all performances and that it will not, prior to June 1st, 1920, permit an exhibition thereof unless a fifty cent admission fee is advertised and charged for at least one quarter of the seats on the main floor for all evening performances. And after said period, it will not permit an exhibition thereof unless an admission fee of fifty cents is charged for at least twenty seats on the main floor, and that in no event at any time during the term of this contract, shall an admission fee of less than twentyfive cents be charged and that in no instance shallthe said Westcott Corporation permit the exhibition of said photoplay unless accompanied by an orchestra of at least as many pieces as it is customary to employ in the theatre in which said photoplay is presented, and the Westcott Corporation agrees to use its best efforts to have such orchestra

accompany each performance of said photoplay with the musical accompaniment as arranged by Carl Briel and the Wark Company agrees to provide one copy of such musical score to the Westcott Corporation for each of the aforementioned prints leased as aforesaid.

13. The Westcott Corporation further agrees that it will not use or permit the exhibition or presentation of defective prints of said photoplay, and that the Wark Company may at all reasonable times examine and inspect prints of said photoplay in the possession of the Westcott Corporation.

14. Upon the expiration of this agreement, either by limitation, expiration or cancellation, the Westcott Corporation agrees to return to the Wark Company all the prints of said motion picture photoplay received by it hereunder.

15. The Wark Company agrees that in the event of any other person, firm or corporation exhibiting or attempting to exhibit said photoplay within the territory aforesaid in violation of the rights of the Westcott Corporation, Wark Company will give and hereby gives the said Westcott Corporation full power in the name of the Wark Producing Corporation, but at its own cost and expense, to take any proceedings at law, orn otherwise, to stop or prevent any said unlawful exhibition, and including subrogation to all rights under any bond or contract of indemnity that the Wark Company may hold of said person, firm or corporation wrongfully exhibiting said photoplay in said territory.

16. The rights and remedies given to the Wark Producing Company herein, are in addition to, and not in lieu, in limitation or in derogation of the rights and remedies in this agreement otherwise granted, or by law created and vested in the Wark Company; and any waiver by the Wark Company of any breach by the Westcott Corporation, whether such waiver be direct or implied, shall not be construed to be a

continuing waiver or a waiver of or consent to any subsequent breach on the part of the Westcott Corporation.

It is mutually agreed that if the balance of the rental price, viz. Twenty Thousand Dollars is not paid on or before the date herein specified, in that event, the amount of Ten Thousand Dollars paid on the execution of this instrument shall be forfeited and treated as liquidated damages and retained by the Wark Company.

17. Each party hereto will execute any further instrument necessary to carry this agreement into effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers thereunto authorized and their corporate seals to be hereunto affixed and attested the day and year first above written.

WARK PRODUCING CORPORATION

By Albert W. Barry Jr.

President.

WESTCOTT FILM CORPORATION

By Earle Kemp

~~President~~.
Secretary

Westcott Film Corp

Work

Wark Producing Company of New York

Westcott Film Corporation of South Dakota

Leasing three prints Intolerance ten years

three musical scores complete

$30,000 - $10,000. on signing of contract and balance

$20,000. on delivery of film not later than May 10th

Wark to retain 15% of the profits after the purchase price is returned to the Wark.

Iowa
Minn
N & S Dak

WHEREAS, on April 25, 1917, Mr. J. Earle Kemp as secretary of the Westcott Film Corporation executed a certain contract with the Wark Producing Corporation for the purchase of certain territory on the Motion Picture Photo-Play "Intolerance".

Now, therefore, be it resolved that the Board of Directors hereby ratifies and approves of the execution of said contract.

By order of the Board of Directors

J. Earle Kemp

Secretary.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FORM 4069-50M-3-17 **Please quote Bond or Policy Number in all communications, and return this bill with remittance.**

CAPITAL $4,000,000

Apr. 26th, 1917.

David Mark Griffith,

1476 Broadway, N.Y.

To NATIONAL SURETY COMPANY, Dr.

Fidelity and Surety Bonds, Burglary Insurance and Automobile Bail Bonds

A.O.A.
C. S. Clausen

For Premiums as follows:

P 349197.

Number	Description	Premium From		To	Amount Due
		4-26- 191 7	Term	191	$1500.00.
	Lost Certificate.				
	To. Majestic Motion Picture Corp.				
	Bond-$75,000.				

Check #11

RECEIVED PAYMENT
NATIONAL SURETY COMPANY
MAY 3 1917
By

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PAY ONLY BY CHECK OR DRAFT.

UNLESS EXPRESSLY REQUESTED, NO RECEIPT WILL BE RETURNED UPON PAYMENT OF THIS BILL.

Broad
28 50

612
200
122,400.

60 mkv

10 - 50

N.Y. M.P.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 30th 1917

E-L-K Film Co.,
508 Mallers Bldg.,
5 S. Wabash Avenue,
Chicago, Ill.

Gentlemen:

Replying to yours of the 14th inst., we are enclosing herewith invoice as requested.

Thanking you, we remain

Very truly yours,

DAVID W. GRIFFITH CORPORATION

R

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 30th 1917

E-L-K Film Co.,

-To-

DAVID W. GRIFFITH CORPORATION

- -

To 25-3 Sheets "Avenging Conscience" shipment of 8/25/16 $8.25

Received payment,

R

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 30th 1917

National Surety Co.,
115 Broadway,
New York City.

Gentlemen:

Enclosed please find my check for $1500 to your order for premium on bond for lost certificate for the account of David Wark Griffith.

Kindly receipt the within bill and return the same to me.

Very truly yours,

AHTB/R

ENC

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

p. 4 60

April 30th 1917

Traveler's Insurance Company,

Hartford, Conn.

Gentlemen:

Will you kindly send me a bill for insurance premium on the life of David Wark Griffith, your policy #361365, which was issued on or about the 6th day of June 1916, on the life of said Griffith, which policy has been duly assigned to the F-4 Corporation, a corporation of New York, of which I am President. Hereafter kindly send all annual premium bills to me on behalf of said corporation, and oblige

Very truly yours,

AHTB/R

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York, April 30th 1917.

Mr. D.W.Griffith (Assigned D.W.G.Corporation)

In Account with

Epoch Producing Corporation

Net earnings, month of April,1917, asper Treasurer's report,			$29,465.69
D.W.Griffith's share, (Assigned)	37½%	$11,049.63	
D.W.G.Corporation,	60%		$6,629.78
R.E.Aitken,	40%		4,419.85

REPORT FOR MONTH OF APRIL 1917.

EPOCH PRODUCING CORPORATION.

Co. A.		10,228.60	
B		7,914.20	
C		5,166.20	
D		16,266.76	
E		10,415.20	
F		7,554.53	
G		14,058.33	
H		12,630.57	84,234.39
Aust. Co. #1		1,660.05	
" " #2		2,916.26	4,576.31
Rights: New England		63.00	
Western		1,336.87	1,399.87
Production Supplies			24.20
Geo. Bowles, Mgr. Aust. Cos.			34.21
A.L. Grey, Mgr. Aust. Cos.			915.58
Expense, General		10,568.98	
" Co.A.	5,465.43		
B	5,313.14		
C	4,446.42		
D	9,771.62		
E	5,446.13		
F	5,248.42		
G	6,578.27		
H	4,912.05	47,181.48	
Aust. Co. #1	1,157.13		
" " #2	1,943.75	3,100.88	
Aust. office Expense		491.85	
Triangle Film Corp.		7.50	
Wark Producing Corp.		368.18	
		61,718.87	91,184.56
Total Expense			61,718.87
Net Earnings			$29,465.69